



City of Newburgh Council Work Session  
*Sesion de trabajo del Concejal de la  
Ciudad de Newburgh*

July 6, 2023  
6:00 PM

Council Meeting Presentations/ Presentaciones de la Reunion General

1. Key to the City - Roxie Royal

A resolution of the City Council of the City of Newburgh bestowing a key to the City of Newburgh in honor of Roxie Royal.

*Una resolución del Concejo Municipal de la Ciudad de Newburgh para la entrega de una llave de la Ciudad de Newburgh en honor de Roxie Royal.*

Work Session Presentations/ Presentaciones de la Session de Trabajo

2. Update on the African American Burial Ground

*Actualización sobre el Cementerio Afroamericano*

Engineering/Ingeniería

3. Agreement with QUEST for Professional Services Demolition of 10 & 12 Van Ness Street

Resolution authorizing the execution of a contract with Quality Environmental Solutions & Technologies, Inc. (QUES&T) in an amount not to exceed \$9,496.00 for asbestos variance application, abatement and related management and monitoring services for the demolition of 10 Van Ness Street and 12 Van Ness Street

*Resolución que autoriza la ejecución de un contrato con Quality Environmental Solutions & Technologies, Inc. (QUES&T) en una cantidad que no exceda de \$9,496.00 por la aplicación de la variante de amianto, la reducción y los servicios relacionados de gestión y supervisión para la demolición del 10 Van Ness Street y el 12 Van Ness Street.*

4. Award of Bid #1.23 - PIN 8761.40 - Replacement of Walsh Road Bridge over the Quassaick Creek (BIN 2223620)

Resolution authorizing the award of a bid and the execution of a contract with Ginfia Corporation for the construction of the Walsh Road over Quassaick Creek Bridge Replacement Project (BIN#2223620/PIN#8761.40) in an amount not to exceed \$5,215,355.82

*Resolución que autoriza la adjudicación de una oferta y la ejecución de un*

*contrato con Ginfia Corporation para la construcción del Proyecto de Sustitución del Puente de Walsh Road sobre Quassaick Creek (BIN#2223620/PIN#8761.40) en una cantidad que no exceda \$5,215,355.82*

5. 2023 Water Infrastructure Improvement Act Grant Application - Newburgh Combined Sewer Control Facility

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Environmental Facilities Corporation Water Infrastructure Improvement Act grant for the Long Term Control Plan Phase IV Newburgh Combined Sewer Control Facility Project.

*Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgada una subvención de la Ley de Mejoramiento de la Infraestructura del Agua de la Corporación de Instalaciones Medioambientales del Estado de Nueva York para el Proyecto de la Fase IV del Plan de Control a Largo Plazo de la Instalación de Control de Alcantarillado Combinado de Newburgh.*

Finance/Finanza

6. Donations - City Annual Events 2023

Resolution authorizing the City Manager to accept donations in support of the City of Newburgh's annual events for 2023.

*Resolución que autoriza al Gerente de la Ciudad a aceptar donaciones en apoyo de los eventos anuales de la Ciudad de Newburgh para 2023.*

7. Contracts - City Annual Events 2023

Resolution authorizing the City Manager to enter into agreements with various parties to provide performing arts and related services in connection with the City of Newburgh's annual events for 2023.

*Resolución autorizando al Gerente Interino de la ciudad a entrar en varios acuerdos con diferentes entidades para proporcionar servicios de artes escénicas y demás relacionadas en conexión a los eventos anuales de la Ciudad de Newburgh para el 2023.*

Planning and Economic Development/Planificación y Desarrollo Económico

8. 193 Renwick Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Manny G. Pereira and Carol Pereira to the premises known as 193 Renwick Street (Section 45, Block 10, Lot 1).

*Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Manny G.*

*Pereira y Carol Pereira a las instalaciones conocidas como 193 Renwick Street (Sección 45, Bloque 10, Lote 1).*

9. 65 Lander Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Eladio Quiles to the premises known as 65 Lander Street (Section 23, Block 6, Lot 19).

*Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Eladio Quiles a las instalaciones conocidas como 65 Lander Street (Sección 23, Bloque 6, Lote 19).*

10. 134 Chambers Street - Release of Restrictive Covenants

Resolution authorizing the execution of releases of restrictive covenants and right of re-entry from deeds issued to New Level, Inc. and Newburgh Commercial Development Corp., respectively, both to the premises known as 134 Chambers Street (Section 18, Block 5, Lot 24).

*Resolución que autoriza la ejecución de liberaciones de cláusulas restrictivas y derecho de reingreso de escrituras emitidas a New Level, Inc. y Newburgh Commercial Development Corp. respectivamente, ambas a las instalaciones conocidas como 134 Chambers Street (Sección 18, Bloque 5, Lote 24).*

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. Unified Court System Agreement April 1, 2023 to March 31, 2028

Resolution authorizing the City Manager to enter into an agreement with the Unified Court System for state reimbursement in an amount subject to approval by the New York State Comptroller for the period April 1, 2023 to March 31, 208 for court cleaning and minor repairs to the City Court Facility.

*Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con el Unified Court System para el reembolso estatal en un monto sujeto a la aprobación del Contralor del Estado de Nueva York para el periodo del 1 de abril de 2023 al 31 de marzo de 208 para limpieza y reparaciones menores en las instalaciones de la Corte de la Ciudad.*

12. 2024 Orange County Youth Bureau Grant Applications

Resolution authorizing the City Manager to apply for and accept if awarded New York State Office of Children and Family Services Youth Development Program grants and Youth Sports and Education Program grants and Orange County Solutions grants to support City of Newburgh Recreation Department programs

*Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es*

*otorgado subvenciones del Programa de Desarrollo Juvenil de la Oficina de Servicios para Niños y Familias del Estado de Nueva York y subvenciones del Programa de Deportes y Educación Juveniles y subvenciones de Soluciones del Condado de Orange para apoyar los programas del Departamento de Recreación de la Ciudad de Newburgh.*

13. Apply for and Accept if Awarded a Municipal Tourism Grant on Behalf of Safe Harbors

Resolution authorizing the City Manager to apply for and accept if awarded an Orange County Municipal Tourism grant in the amount of \$4,999.00 with no City match to promote and support summer programs at Safe Harbors of the Hudson and the Ritz Theater

*Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgada una subvención de Turismo Municipal del Condado de Orange por el monto de \$4,999.00 dólares, el cual no requiere que la Ciudad iguale los fondos para promover y apoyar programas de verano en Safe Harbors of the Hudson y el Teatro Ritz*

14. Orange County Municipal Tourism Grant - Safe Harbors subrecipient grant contract

Resolution authorizing the City Manager to execute a subrecipient grant agreement with Safe Harbors of the Hudson, Inc. in connection with the award of an Orange County Municipal Tourism Grant in the amount of \$4,999.00 to promote and support summer programs.

*Resolución que autoriza al Gerente de la Ciudad a firmar un acuerdo de subvención con Safe Harbors of the Hudson, Inc. en relación con la concesión de una Subvención Municipal de Turismo del Condado de Orange por el monto de \$4,999.00 dólares para promover y apoyar programas de verano.*

Police Department/ Departamento de Policía

15. Extension of Agreement with O.C. to accept (1) Can-Am Outlander

Resolution authorizing the City Manager to enter into an Inter-Municipal Agreement extension with the County of Orange as part of the FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services to provide the Newburgh Police Department with one white enclosed trailer and two Can-Am Outlander XT

*Resolución que autoriza al Gerente de la Ciudad a entrar en una extensión del Acuerdo Intermunicipal con el Condado de Orange como parte del Programa Estatal de Prevención del Terrorismo del Año Fiscal 2018, Departamento de Seguridad Nacional y Servicios de Emergencia para proporcionar al Departamento de Policía de Newburgh un remolque cerrado blanco y dos Can-Am Outlander XT.*



16. Hiring of (4) Police Officers

Resolution amending the 2023 Personnel Analysis Book to add four (4) Police Officer positions on a temporary basis in the City of Newburgh Police Department.

*Resolución que enmienda el Libro de Análisis de Personal 2023 para añadir cuatro (4) puestos de Oficiales de Policía temporalmente en el Departamento de Policía de la Ciudad de Newburgh.*

Boards and Commissions/Juntas y Comisiones

17. Arts & Cultural Commission - Consultant Project Manager Agreement for Art-Biz Program

Resolution authorizing an agreement between the City of Newburgh and Maria Fernanda Diez for project management services related to the Art-Biz Summer Series of 2023.

*Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y María Fernanda Díez para servicios de administración de proyectos relacionados con las Series de Verano Art-Biz de 2023.*

18. Human Rights Commission - Consultant Facilitator Agreement

Resolution authorizing the City Manager to enter into an agreement with JaRa Consulting, LLC to provide professional meeting facilitation and related services in connection with the City of Newburgh Human Rights Commission's Human Rights Roundtable event for 2023.

*Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con JaRa Consulting, LLC para proporcionar facilitación profesional de reuniones y servicios relacionados en conexión con el evento de la Mesa Redonda sobre Derechos Humanos de la Comisión de Derechos Humanos de la Ciudad de Newburgh para 2023.*

19. Conservation Advisory Council – A7208/S6893 Decommissioning Nuclear Power Plant Discharges into the Hudson River

Resolution of the City Council of the City of Newburgh urging Governor Hochul to sign A7208/ S6893 Decommissioning Nuclear Plant Discharges into the Hudson River.

*Resolución del Concejo Municipal de la Ciudad de Newburgh urgiendo a la Gobernadora Hochul a firmar A7208/ S6893 Descontinuando la descarga de plantas nucleares en el río Hudson.*

20. Conservation Advisory Council - Consulting Arborist Agreement

Resolution authorizing an agreement between the City of Newburgh and NY

PHC LLC for consulting arborist services.

*Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y NY  
PHC LLC para servicios de arboricultura de consultoría.*

Discussion Items/Temas de Discusión

21. Street Naming & Key to the City -- Jeh V. Johnson

Resolution of the City Council of the City of Newburgh presenting a Key to the City and dedicating Lake Drive as Jeh V. Johnson Way.

*Resolución del Concejo Municipal de la Ciudad de Newburgh presentando una Llave a la Ciudad y dedicando Lake Drive como Jeh V. Johnson Way.*

Executive Session/ Sesión Ejecutiva

22. Collective Negotiations Pursuant to Article Fourteen of the Civil Service Law

*Negociaciones colectivas de acuerdo con el artículo catorce de la ley de servicio civil*

23. Proposed, Pending or Current Litigation

*Litigio propuesto, pendiente o actual*

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
BESTOWING A KEY TO THE CITY OF NEWBURGH IN HONOR OF ROXIE ROYAL**

**WHEREAS**, Roxie Royal spent most of her youth in the segregated south; and

**WHEREAS**, after moving to Newburgh, Ms. Royal became active in the community as the first African-American secretary of the Montgomery Street and Broadway School PTAs; and

**WHEREAS**, Ms. Royal served as the Chairperson of the City of Newburgh Democratic Committee and supported the campaigns of Mayor Joan Shapiro, the first woman mayor of Newburgh, Mayor Audrey Carey, the first African-American mayor of Newburgh and in New York State, and Orange County Legislator Harvey Burger, the First African-American elected to such office; and

**WHEREAS**, Ms. Royal's community service also included the New York State's Anti-Drug program and Walk Against Drugs and serving as Secretary of Church Women United; and

**WHEREAS**, Ms. Royal was an early advocate for, and supporter of, the construction of a skateboard park by the City of Newburgh for the youth of the City of Newburgh, who often lack safe, available and positive activities to fill their free time; and

**WHEREAS**, it is fitting and appropriate that Ms. Royal's contributions to the Newburgh community and her advocacy on behalf of the youth of the City of Newburgh be memorialized by presenting a Key to the City of Newburgh to serve as a reminder of the principles she represents;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Newburgh bestow upon Roxie Royal the ceremonial Key to the City in recognition of her groundbreaking accomplishments and dedicated service to the City of Newburgh community; and that a copy of this resolution be forwarded to her family, with greatest respect, from the entire Newburgh City Council.

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)  
IN AN AMOUNT NOT TO EXCEED \$9,496.00 FOR ASBESTOS VARIANCE  
APPLICATION, ABATEMENT AND RELATED MANAGEMENT AND MONITORING  
SERVICES FOR THE DEMOLITION OF  
10 VAN NESS STREET AND 12 VAN NESS STREET**

**WHEREAS**, the City of Newburgh is undertaking the demolition of the buildings located at 10 Van Ness Street and 12 Van Ness Street; and

**WHEREAS**, the demolition of the building presumes the presence of asbestos containing material which must be addressed in compliance with law, rule and regulation; and

**WHEREAS**, Quality Environmental Solutions & Technologies, Inc. (QUES&T) is a qualified environmental remediation consultant and has submitted a proposal for ensuring compliance with applicable laws, rules and regulations related to the preparation of a site-specific variance application, specifications and bid documents for the work, and third party management and monitoring services; and

**WHEREAS**, the cost for these services will not exceed \$9,496.00 and funding shall be derived from A.1365.0448; and

**WHEREAS**, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with Quality Environmental Solutions & Technologies, Inc. for asbestos variance application, abatement specifications, bid preparation and related third party monitoring services in an amount not to exceed \$9,496.00 in connection with the demolition of the buildings located at 10 Van Ness Street and 12 Van Ness Street.

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

June 23, 2023

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

**ATTN: Jason C. Morris**

Via E-mail: [JMorris@cityofnewburgh-ny.gov](mailto:JMorris@cityofnewburgh-ny.gov)

Re.: 10 & 12 Van Ness Street, Newburgh, NY 12550  
Request for Proposal – Variance Develop/Submission, Specification/Bidding and Asbestos  
Abatement Monitoring & Management Services

Dear Mr. Morris,

**Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to: 1) Prepare and submit a Site-Specific Variance to NYSDOL ESU; 2) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 3) provide Asbestos Abatement Monitoring & Management Services during controlled demolition abatement.

**QuES&T** is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T**'s extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

**QuES&T** offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

**QuES&T** provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



**Rudy Lipinski - LEED® AP**  
Director of Field Operations  
NYS/AHERA Inspector/Project Designer  
Cert. #AH 05-09049

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND  
ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES  
for  
CITY OF NEWBURGH  
83 Broadway  
Newburgh, NY 12550  
at  
CONDEMNED MULTI-UNIT RESIDENTIAL BUILDINGS  
10 & 12 Van Ness Street  
Newburgh, NY 12550**

***QuES&T** agrees to provide the following services:*

**1.) Development and Submission of NYSDOL Site-Specific Variance**

- Meet onsite to identify areas impacted by controlled demolition of 10 & 12 Van Ness Street, Newburgh, NY 12550.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

**2.) Asbestos Abatement Specification w/Bid Documents (Short Spec) & Bidding Process**

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content, and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

**3.) Asbestos Abatement Management and Monitoring**

**Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)**

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

*Services Cont'd...*

**Item 2:** Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.



**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND  
ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES**

**for  
CITY OF NEWBURGH**

**83 Broadway  
Newburgh, NY 12550**

**at**

**CONDEMNED MULTI-UNIT RESIDENTIAL BUILDINGS**

**10 & 12 Van Ness Street  
Newburgh, NY 12550**

➤ **1) SITE-SPECIFIC VARIANCE DEVELOPMENT & SUBMISSION**

NYSDOL Variance Prep Including Site Visit	\$ 1,650.00
NYSDOL Variance Filing Fee	\$ 350.00

**Lump Sum Total: \$ 2,000.00**

➤ **2) ASBESTOS ABATEMENT SPECIFICATION (SHORT SPEC) & BIDDING PROCESS**

Develop Abatement Work Scopes with Bid Documents	\$ 2,150.00
Conduct Onsite Walkthrough w/Prospective Bidders	\$ 350.00

**Lump Sum Total: \$ 2,500.00**

➤ **3) ASBESTOS ABATEMENT MONITORING & MGMT SERVICES**

Project Monitor "Weekday" Labor (1 Tech, 7 Shifts @ \$460/shift)	\$ 3,220.00
24-hr. TAT "Back/Prep/Handling" PCM Air Sample Analysis (72 @ \$17/each)	\$ 1,224.00
3-hr. TAT "Clearance" PCM Air Sample Analysis (12 @ \$21/each)	\$ 252.00
Travel and Misc. Materials	\$ 300.00

**Estimated Total: \$ 4,996.00**

**Estimated Project Total: \$ 9,496.00**

**NOTES:**

1. Client shall be charged for actual services rendered and/or samples analyzed.
2. Sample analysis turnaround time begins when samples are received within the laboratory and does not include holidays.

**ACCEPTANCE OF PROPOSAL #P23-8490**

.....  
***To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.***

***Payment Terms: Payment Shall Be Net 30 Days; Following Delivery of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.***

**City of Newburgh – Authorized Representative:**

By \_\_\_\_\_

*Signature*

*Print Name & Title*

*Date*

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF  
A CONTRACT WITH GIANFIA CORPORATION FOR THE CONSTRUCTION OF  
THE WALSH ROAD OVER QUASSAICK CREEK BRIDGE REPLACEMENT PROJECT  
(BIN#2223620/PIN#8761.40) IN AN AMOUNT NOT TO EXCEED \$5,215,355.82**

**WHEREAS**, the City of Newburgh duly re-advertised for bids in connection with the Walsh Road over the Quassaick Creek Bridge Replacement Project (the “Project”) (BIN#2223620/PIN#8761.40); and

**WHEREAS**, seven (7) bids were duly received and opened and Gianfia Corporation is the most responsible low bidder; and

**WHEREAS**, funding in the amount of \$1,862,000 will be derived from a Federal Aid Local Project Agreement with NYSDOT, the required 20% local match in the amount of \$465,000 will be derived from the 2016 BAN (H1.5110.0208.8102.2016) and the NYSDOT Touring Route Funds (A.5680.0206), and the balance in the amount of \$2,888,355.82 shall be derived from the NYSDOT Touring Route Funds (A.5680.0206);

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the bid for construction of the Walsh Road over the Quassaick Creek Bridge Replacement Project (the “Project”) (BIN#2223620/PIN#8761.40) for the City of Newburgh be and it hereby is awarded to Gianfia Corporation in an amount not to exceed \$5,215,355.82; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

# Unofficial Bid Tabulation

## City of Newburgh, NY

**Project:** Bid #1.23: PIN 8761.40 - Replacement of Walsh Road Bridge  
over the Quassaick Creek (BIN 2223620)

**Bid Opening:** Wednesday, May 31, 2023 at 11:00 a.m., (local time)

Gianfia Corp.	\$5,215,355.82
Transit Construction Corp.	\$5,730,000.00
OCS Industries, Inc.	\$5,921,480.87
Colonnelli Bros., Inc.	\$6,150,000.00
Villa Construction, Inc.	\$6,544,000.00
Michels Construction, Inc.	\$6,580,138.50
McNamee Construction Corp.	\$7,474,000.00

# NOTICE TO BIDDERS

## INVITATION FOR BIDS

**Bid #1.23: PIN 8761.40 – Replacement of Walsh Road Bridge over the Quassaick Creek (BIN 2223620)**

**City of Newburgh, Orange County**

Sealed Bids for the furnishing of all labor and material necessary for the Replacement of Walsh Road Bridge over the Quassaick Creek Project will be received by the City of Newburgh Comptroller's Office until **11:00 a.m. (local time) Wednesday, May 17, 2023** at City Hall, City of Newburgh, 83 Broadway - 4th floor, Newburgh, New York, 12550 at which time they will be publicly opened and read aloud. All Bids must be submitted in sealed envelopes clearly marked "**BID for WALSH ROAD BRIDGE REPLACEMENT - PIN 8761.40**".

The Work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: The Walsh Road (BIN 2223620) Bridge Replacement involves the complete replacement of the bridge that carries Walsh Road over the Quassaick Creek. The project is located in the City of Newburgh, Orange County, NY. Work includes the removal of the steel multi girder system supporting a reinforced concrete deck and the abutments which consist of original stone masonry encased in concrete then replacing them with a precast structure. Temporary waterway diversion and dewatering measures, replacing approach roadway pavement and appurtenances, and restoring disturbed areas within the project limits are also included. The project is being progressed by the City of Newburgh with oversight from the NYSDOT Local Projects Unit.

Complete sets of drawings, specifications and bid forms, becoming available to the public on **Thursday, April 13, 2023** may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: [www.BidNetDirect.com/new-york/city-of-newburgh](http://www.BidNetDirect.com/new-york/city-of-newburgh), selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. The solicitation notice will also be posted in the New York State Contract Reporter. Bids will only be accepted from those vendors having downloaded all Bid Documents from the Empire State Purchasing Group website which are then considered and listed as an Official Plan Holder.

A Pre-Bid Site Visit Meeting will be conducted on **Tuesday, April 25, 2023** at 10:00 a.m. at the project site.

The lowest qualified Bidder meeting the requirements of the Bid Documents will be awarded the Bid. The City of Newburgh reserves the right to reject any or all Bids or portions of the proposal, to waive any and all informalities or technicality in the bidding documents, the right to disregard all nonconforming, non-responsive or conditional bids, and the right to re-advertise for same should it be in the best interests of the City of Newburgh.

All Bids must be made on the official Bid Form provided or an exact copy by reproduction thereof and enclosed in a sealed envelope. **All Bids must be in original form and signed in blue ink, except for a Notary Public.** Photocopies will not be accepted and will result in a rejection of the Bid.

Each proposal shall be accompanied by a Bid Security in the amount of five percent (5%) of the gross amount of the Bid payable to the City of Newburgh as a guarantee that if the Bid is accepted, the Bidder will enter into a Contract with the City of Newburgh. No Bidder may withdraw his or her Bid within forty-five (45) days after the actual date of opening therefore.

If your Bid is accepted, the undersigned agrees to enter into the Contract in the form contained in the Contract Documents within **TEN (10) DAYS** of the Conditional Notification of Award date. The Successful Bidder shall finish the Work by the Completion Date indicated therein (**490 calendar days from receiving the Notice to Proceed**). In addition, the Successful Bidder shall provide Faithful Performance and Payment Bonds from an acceptable Surety Company, each equal to 100% of the Contract amount, to guarantee the Bidder will complete the items bid upon in accordance with the specifications and under the terms of the Bid Documents. The Successful Bidder shall provide all required insurance coverage as per NYSDOT Standard Specification Section 107-06.B including, but not limited to: Comprehensive General Liability including broad form contractual liability with bodily injury including wrongful death and property damage; Auto Insurance with bodily injury including wrongful death and property damage, all with the City of Newburgh, NYSDOT and FHWA named as an additional insured; New York State Workers' Compensation and New York State Disability Insurance coverage for their employees or, provide satisfactory proof that they are statutorily exempt from the requirement to have same. Proof of this coverage is no longer acceptable on the Insurance Industry's "ACORD" form.



This is a Locally Administered Federal Aid Project (LAFAP) and must comply with the Procedures for Locally Administered Federal Aid Projects as outlined in the NYSDOT Local Projects Manual (LPM). The project contains Affirmative Action Goals and reporting requirements. NYSDOT Standard Specifications must be followed on a Federal Aid project. This project is subject to the provisions of Section 103 of the General Municipal Law and subsequent amendments, and all Federal requirements. This contract must be constructed in accordance with NYSDOT Standard Specifications, Construction and Materials, officially finalized and adopted on January 1, 2023 as posted on the New York State Department of Transportation's website.

This project is subject to New York State Department of Labor Prevailing Wage rates and Federal Davis-Bacon Labor rates. The higher rates shall apply. Where state, local and federal requirements may differ, the federal requirements prevail.

PIN 8761.40 is a Federally-Aided project for which there is an 10% Disadvantaged Business Enterprise (DBE) goal. There are no M/WBE provisions in this contract. Equal Employment Opportunity (EEO) goals are 6.9% for women and 17% for minorities. There are no residential or geographical restrictions or requirements associated with this project.

The New York State Department of Transportation utilizes a web-based civil rights reporting system called EBO (Equitable Business Opportunities). The Contractor is required to utilize this reporting software in accordance with Section 15.4.8 of the NYSDOT Procedures for Locally Administered Federal Aid Projects.

Upon selection, for all contracts that equal or exceed \$100,000, the low bidder and all subcontractors will be required to submit to the State a Vendor Responsibility *For-Profit Construction Questionnaire* (CCA-2). Contractors and subcontractors **MUST have an approved CCA-2 on file with NYSDOT** prior to the letting of the project. The questionnaire can be found online at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm). The prime contractor and subcontractors will also be required to use NYSDOT Civil Rights Reporting Software, "Equitable Business Opportunity Solution (EBO)". Access to EBO can be found at: <https://www.dot.ny.gov/dotapp/ebo>.

Addenda will be posted on BidNet for Contractor download and in the New York State Contract Reporter (notification only). Bidders must acknowledge receipt of all Addenda by signing and dating the line for each Addendum as indicated on the Bid Form. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this request for bids. All Addenda so issued shall become part of the Contract Documents.

Bidders are required to execute the Non-Collusive Bidding Certificate included in the Bid Documents pursuant to Section 103-d of the General Municipal Law of the State of New York. Bidders are required to submit the Disclosure of Lobbying Activities Form also included in the Bid Documents.

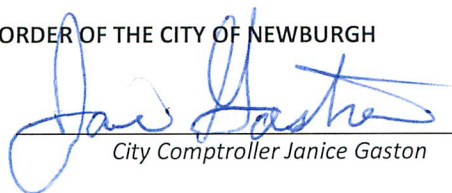
Any inquiries regarding the contract plans and/or specifications must be directed, in writing, to both the Consultant Project Engineer Nicole Shute, PE at [Nicole.Shute@wsp.com](mailto:Nicole.Shute@wsp.com) and Owner/Engineer Jason Morris, PE at [jmorris@cityofnewburgh-ny.gov](mailto:jmorris@cityofnewburgh-ny.gov).

Bidders shall promptly notify the City of any errors, omissions, conflicts, ambiguity, etc. in/among the Bid Documents.

<b>OWNER:</b>	<b>Engineer:</b>	<b>CONSULTANT:</b>	<b>Contact:</b>
City of Newburgh	Jason C. Morris, P.E.	WSP USA	Nicole C. Shute, P.E.
83 Broadway	Commissioner of Public Works & Engineer	500 Summit Lake Drive Suite 450	Project Manager
Newburgh, NY 12550	(845) 569-7448	Valhalla, NY 10595	<a href="mailto:nicole.shute@wsp.com">nicole.shute@wsp.com</a> (914) 449-9095

BY ORDER OF THE CITY OF NEWBURGH

By:

  
City Comptroller Janice Gaston

Dated: Wednesday, April 12, 2023

#### CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.





179 Brady Avenue  
Hawthorne, NY 10532

Tel. 914.358.4601  
Fax 914.358.4603

**Sealed Bid**

**Project:** Replacement of Walsh Road Bridge over Quassaick Creek  
(PIN 8761.40)

**Time:** 11:00 AM

**Bid Date:** May 31th, 2023

**Location:** City of Newburgh  
CITY HALL  
83 Broadway – 4<sup>th</sup> Floor  
NEWBURGH, NY 12550

RVV  
5/31/2023  
10:27  
A.M.

**BIDDER INFORMATION SHEET**

NAME OF BIDDER: \* Gianfia Corp

ADDRESS: 179 Brady Ave Hawthorne, NY 10532

PHONE NUMBER: 914-358-4601

EMAIL ADDRESS: ruggiero@gianfiacorp.com FEDERAL I.D. NO.: 26-1730112

TYPE OF ENTITY: CORPORATION X PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: Gianfia Corp

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

Raffaele Ruggiero - Sole Officer/President

LIST OF OFFICERS: Raffaele Ruggiero - Sole Officer/President

LIST OF DIRECTORS: \_\_\_\_\_

DATE OF ORGANIZATION: 01/10/2008

IF A PARTNERSHIP:

PARTNERS: \_\_\_\_\_

NAME OF PARTNERSHIP: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

\* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL BUSINESS LAW MUST BE ATTACHED.



## BID FORM

PROJECT IDENTIFICATION:            Bid # 1.23 for PIN 8761.40  
Walsh Road over Quassaick Creek (BIN 2223620) Bridge  
Replacement

CONTRACT IDENTIFICATION:        PIN 8761.40

THIS BID IS SUBMITTED TO:        Janice Gaston, City Comptroller  
Newburgh City Hall  
83 Broadway – 4<sup>th</sup> Floor  
Newburgh, NY 12550

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:

- a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

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Addendum #1 - 05/09/2023

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Addendum #2 - 05/19/2023

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- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
- c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.



## BID FORM

- d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents
  - e. BIDDER has correlate the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents
  - f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
  - h. BIDDER and/or each person signing on behalf of any bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law.
4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID FOR ALL UNIT PRICES

Five million two hundred fifteen thousand three (\$ 5,215,355<sup>82</sup> )  
(use words) (figures)  
HUNDRED FIFTY FIVE DOLLARS AND EIGHTY TWO CENTS

Unit Prices have been computed in accordance with Bid Summary Forms.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

**BID FORM**

5. BIDDER agrees that the Work will be substantially completed and completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:  
All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:  
Jason Morris, P.E.  
Commissioner of Public Works & Engineer  
Newburgh City Hall  
83 Broadway – 1<sup>st</sup> Floor  
Newburgh, NY 12550

8. Terms used in this Bid which are defined in the NYSDOT Standard Specifications or instructions to Bidders will have the meanings indicated in the Specifications or Instructions.

DATED May 31st, 2023

Gianfia Corp

Legal Name of Person, Firm or Corporation

(Seal of Corporation)

179 Brady Ave Hawthorne, NY 10532

Business Address of Person, Firm or Corporation

By

Signature

President

Title

**BID SHEET FOR THE**  
**PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSAICK CREEK (BIN 223620)**  
**CITY OF NEWBURGH, ORANGE COUNTY, NY**

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words)(Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
201.06	CLEARING AND GRUBBING	1	LS	<u>Twenty Thousand Dollars and No Cents</u>	\$ 20,000.00	<u>Twenty Thousand Dollars and No Cents</u>	\$ 20,000.00
202.120001	REMOVE EXISTING SUPERSTRUCTURES	1	LS	<u>Forty Five Thousand Dollars and No Cents</u>	\$ 45,000.00	<u>Forty Five Thousand Dollars and No Cents</u>	\$ 45,000.00
202.19	REMOVAL OF SUBSTRUCTURE	400	CY	<u>One Hundred Seventy Five Dollars and No Cents</u>	\$ 175.00	<u>Seventy Thousand Dollars and No Cents</u>	\$ 70,000.00
203.03	UNCLASSIFIED EXCAVATION & DISPOSAL	400	CY	<u>One Hundred Fifty Dollars and No Cents</u>	\$ 150.00	<u>Sixty Thousand Dollars and No Cents</u>	\$ 60,000.00
203.03	EMBANKMENT IN PLACE	490	CY	<u>One Hundred Dollars and No Cents</u>	\$ 100.00	<u>Forty Nine Thousand Dollars and No Cents</u>	\$ 49,000.00
203.07	SELECT GRANULAR FILL	30	CY	<u>Thirty Three Dollars and No Cents</u>	\$ 33.00	<u>Nine Hundred Ninety Dollars and No Cents</u>	\$ 990.00
203.21	SELECT STRUCTURAL FILL	560	CY	<u>Seventy Five Dollars and No Cents</u>	\$ 75.00	<u>Forty Two Thousand Dollars and No Cents</u>	\$ 42,000.00
206.01	STRUCTURE EXCAVATION	1,490	CY	<u>Sixty Eight Dollars and No Cents</u>	\$ 68.00	<u>One Hundred One Thousand Three Hundred Twenty Dollars and No Cents</u>	\$ 101,320.00
206.0201	TRENCH AND CULVERT EXCAVATION	80	CY	<u>Two Hundred Dollars and No Cents</u>	\$ 200.00	<u>Sixteen Thousand Dollars and No Cents</u>	\$ 16,000.00
206.05	TEST PIT EXCAVATION	4	EA	<u>Three Thousand Five Hundred Dollars and No Cents</u>	\$ 3,500.00	<u>Fourteen Thousand Dollars and No Cents</u>	\$ 14,000.00
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	234	SY	<u>Ten Dollars and No Cents</u>	\$ 10.00	<u>Two Thousand Three Hundred Forty Dollars and No Cents</u>	\$ 2,340.00
209.11000001	GEOTEXTILE FABRIC SEDIMENT COLLECTION BAG	2	EA	<u>Two Hundred Fifty Dollars and No Cents</u>	\$ 250.00	<u>Five Hundred Dollars and No Cents</u>	\$ 500.00
209.13	SILT FENCE - TEMPORARY	140	LF	<u>Fifteen Dollars and No Cents</u>	\$ 15.00	<u>Two Thousand One Hundred Dollars and No Cents</u>	\$ 2,100.00



**BID SHEET FOR THE**  
**PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSAICK CREEK (BIN 223620)**  
**CITY OF NEWBURGH, ORANGE COUNTY, NY**

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words)(Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
209.160105	PIPE SLOPE DRAIN - TEMPORARY	1	EA	<u>Nine Thousand Two Hundred Fifty Dollars and No Cents</u>	\$ 9,250.00	<u>Nine Thousand Two Hundred Fifty Dollars and No Cents</u>	\$ 9,250.00
210.3113	REMOVAL AND DISPOSAL OF UNDERGROUND PIPE ACM (BV14)	1	LS	<u>Five Thousand Dollars and No Cents</u>	\$ 5,000.00	<u>Five Thousand Dollars and No Cents</u>	\$ 5,000.00
210.3413	REMOVAL AND DISPOSAL OF CAULKING ACM (BV14)	1	LS	<u>One Thousand Dollars and No Cents</u>	\$ 1,000.00	<u>One Thousand Dollars and No Cents</u>	\$ 1,000.00
304.1100008	SUBBASE COURSE (MODIFIED)	240	CY	<u>One Hundred Dollars and No Cents</u>	\$ 100.00	<u>Twenty Four Thousand Dollars and No Cents</u>	\$ 24,000.00
404.128101	12.5 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	73	TON	<u>Two Hundred Twenty Three Dollars and Twenty Four Cents</u>	\$ 223.24	<u>Sixteen Thousand Two Hundred Ninety Six Dollars and Fifty Two Cents</u>	\$ 16,296.52
404.198901	19 F1 TOP COURSE ASPHALT, 80 SERIES COMPACTION	98	TON	<u>One Hundred Eighty Dollars and Seven Cents</u>	\$ 180.07	<u>Seventeen Thousand Six Hundred Forty Six Dollars and Eighty Six Cents</u>	\$ 17,646.86
404.378901	37 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION	244	TON	<u>One Hundred Fifty Three Dollars and Forty Two Cents</u>	\$ 153.42	<u>Thirty Seven Thousand Four Hundred Thirty Four Dollars and Forty Eight Cents</u>	\$ 37,434.48
407.0103	STRAIGHT TACK COAT	65	GAL	<u>Nineteen Dollars and Thirty Four Cents</u>	\$ 19.34	<u>One Thousand Two Hundred Fifty Seven Dollars and Ten Cents</u>	\$ 1,257.10
551.30	MICROPILES (CONTRACTOR DESIGN)	69	EA	<u>Seventeen Thousand Thirty Five Dollars and Sixty Two Cents</u>	\$ 17,035.62	<u>One Million One Hundred Seventy Five Thousand Four Hundred Fifty Seven Dollars and Seventy Eight Cents</u>	\$ 1,175,457.78
551.34	FURNISHING EQUIPMENT FOR INSTALLING MICROPILES	1	LS	<u>Fifty Eight Thousand Nine Hundred Seventeen Dollars and Three Cents</u>	\$ 58,917.03	<u>Fifty Eight Thousand Nine Hundred Seventeen Dollars and Three Cents</u>	\$ 58,917.03
551.35	STATIC PILE LOAD TESTING	1	LS	<u>Ninety Seven Thousand Eight Hundred Ten Dollars and Sixty Five Cents</u>	\$ 97,810.65	<u>Ninety Seven Thousand Eight Hundred Ten Dollars and Sixty Five Cents</u>	\$ 97,810.65
552.2001	HOLES IN EARTH FOR SOLDIER PILE AND LAGGING WALL	920	LF	<u>Three Hundred Eighty Three Dollars and Seventeen Cents</u>	\$ 383.17	<u>Three Hundred Fifty Two Thousand Five Hundred Sixteen Dollars and Forty Cents</u>	\$ 352,516.40

**BID SHEET FOR THE**  
**PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSAICK CREEK (BIN 223620)**  
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552.2201	SOLDIER PILES FOR SOLDIER PILE AND LAGGING WALL	920	LF	<u>Six Hundred Fifty Dollars and No Cents</u>	\$ 650.00	<u>Five Hundred Ninety Eight Thousand Dollars and No Cents</u>	\$ 598,000.00
552.230201	UNTREATED WOOD LAGGING FOR SOLDIER PILE AND LAGGING WALL	1,725	SF	<u>Forty Five Dollars and No Cents</u>	\$ 45.00	<u>Seventy Seven Thousand Six Hundred Twenty Five Dollars and No Cents</u>	\$ 77,625.00
553.020001	COFFERDAMS (TYPE 2)	2	EA	<u>Seventy Eight Thousand Dollars and No Cents</u>	\$ 78,000.00	<u>One Hundred Fifty Six Thousand Dollars and No Cents</u>	\$ 156,000.00
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE	1	EA	<u>One Hundred Thousand Dollars and No Cents</u>	\$ 100,000.00	<u>One Hundred Thousand Dollars and No Cents</u>	\$ 100,000.00
555.08	FOOTING CONCRETE, CLASS HP	180	CY	<u>Seven Hundred Dollars and No Cents</u>	\$ 700.00	<u>One Hundred Twenty Six Thousand Dollars and No Cents</u>	\$ 126,000.00
555.09	CONCRETE FOR STRUCTURES, CLASS HP	70	CY	<u>Two Thousand Dollars and No Cents</u>	\$ 2,000.00	<u>One Hundred Forty Thousand Dollars and No Cents</u>	\$ 140,000.00
556.0202	EPOXY COATED BAR REINFORCEMENT FOR STRUCTURES	41,680	LB	<u>Two Dollars and Fifty Cents</u>	\$ 2.50	<u>One Hundred Four Thousand Two Hundred Dollars and No Cents</u>	\$ 104,200.00
560.13060108	REMOVE AND RESET EXISTING STONE MASONRY	25	SF	<u>Seven Hundred Fifty Dollars and No Cents</u>	\$ 750.00	<u>Eighteen Thousand Seven Hundred Fifty Dollars and No Cents</u>	\$ 18,750.00
562.0101	REINFORCED CONCRETE SPAN UNITS	170	SY	<u>Three Thousand Six Hundred Ninety Five Dollars and No Cents</u>	\$ 3,695.00	<u>Six Hundred Twenty Eight Thousand One Hundred Fifty Dollars and No Cents</u>	\$ 628,150.00
564.0501	STRUCTURAL STEEL TYPE 1	1	LS	<u>Ten Thousand Dollars and No Cents</u>	\$ 10,000.00	<u>Ten Thousand Dollars and No Cents</u>	\$ 10,000.00
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	80	LF	<u>Four Hundred Ten Dollars and No Cents</u>	\$ 410.00	<u>Thirty Two Thousand Eight Hundred Dollars and No Cents</u>	\$ 32,800.00
568.70	TRANSITION BRIDGE RAIL	130	LF	<u>Two Hundred Twenty Seven Dollars and Seventy Five Cents</u>	\$ 227.75	<u>Twenty Nine Thousand Six Hundred Seven Dollars and Fifty Cents</u>	\$ 29,607.50



**BID SHEET FOR THE**  
**PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSAICK CREEK (BIN 223620)**  
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571.03	DISPOSAL OF HAZARDOUS PAIN WASTE CONTAINING LEAD	270	LB	<u>One Dollar and No Cents</u>	\$ 1.00	<u>Two Hundred Seventy Dollars and No Cents</u>	\$ 270.00
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	610	SF	<u>Ten Dollars and No Cents</u>	\$ 10.00	<u>Six Thousand One Hundred Dollars and No Cents</u>	\$ 6,100.00
603.6001	REINFORCED CONCRETE PIPE CLASS III, 12 INCH DIAMETER	25	LF	<u>Sixty Four Dollars and No Cents</u>	\$ 64.00	<u>One Thousand Six Hundred Dollars and No Cents</u>	\$ 1,600.00
603.6005	REINFORCED CONCRETE PIPE CLASS III, 24 INCH DIAMETER	38	LF	<u>Seventy Four Dollars and No Cents</u>	\$ 74.00	<u>Two Thousand Eight Hundred Twelve Dollars and No Cents</u>	\$ 2,812.00
603.7301	REINFORCED CONCRETE PIPE END SECTIONS 12 INCH DIAMETER	1	EA	<u>One Thousand Eight Hundred Dollars and No Cents</u>	\$ 1,800.00	<u>One Thousand Eight Hundred Dollars and No Cents</u>	\$ 1,800.00
604.301873	REECTANGULAR DRAINAGE STRUCTURE TYPE R FOR CAST IRON F3 FRAME	12	LF	<u>One Thousand One Hundred Seventy Five Dollars and No Cents</u>	\$ 1,175.00	<u>Fourteen Thousand One Hundred Dollars and No Cents</u>	\$ 14,100.00
604.4072	ROUND PRECAST MANHOLE	8	LF	<u>One Thousand Three Hundred Sixty Five Dollars and No Cents</u>	\$ 1,365.00	<u>Ten Thousand Nine Hundred Twenty Dollars and No Cents</u>	\$ 10,920.00
606.10	BOX BEAM GUIDE RAIL	100	LF	<u>Sixty Four Dollars and Twenty Five Cents</u>	\$ 64.25	<u>Six Thousand Four Hundred Twenty Five Dollars and No Cents</u>	\$ 6,425.00
606.120101	BOX BEAM END PIECE	3	EA	<u>Seven Hundred Sixty Five Dollars and No Cents</u>	\$ 765.00	<u>Two Thousand Two Hundred Ninety Five Dollars and No Cents</u>	\$ 2,295.00
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING	200	LF	<u>Twenty Five Dollars and No Cents</u>	\$ 25.00	<u>Five Thousand Dollars and No Cents</u>	\$ 5,000.00
606.8101	GUIDE RAIL TRANSITION WEAK POST CORRUGATED BEAM TO BOX BEAM	1	EA	<u>Nine Thousand Two Hundred Seventy Five Dollars and No Cents</u>	\$ 9,275.00	<u>Nine Thousand Two Hundred Seventy Five Dollars and No Cents</u>	\$ 9,275.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	4	CY	<u>One Thousand One Hundred Ninety Five Dollars and No Cents</u>	\$ 1,195.00	<u>Four Thousand Seven Hundred Eighty Dollars and No Cents</u>	\$ 4,780.00

**BID SHEET FOR THE**  
**PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSAICK CREEK (BIN 223620)**  
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608.01051409	CURB RAMP TYPE 14	2	EA	<u>One Thousand Four Hundred Forty Five Dollars and No Cents</u>	\$ 1,445.00	<u>Two Thousand Eight Hundred Ninety Dollars and No Cents</u>	\$ 2,890.00
609.0212	STONE CURB NEAR VERTICAL FACE	40	LF	<u>Two Hundred Ninety Dollars and No Cents</u>	\$ 290.00	<u>Eleven Thousand Six Hundred Dollars and No Cents</u>	\$ 11,600.00
610.1402	TOPSOIL - ROADSIDE	70	CY	<u>One Hundred Ten Dollars and No Cents</u>	\$ 110.00	<u>Seven Thousand Seven Hundred Dollars and No Cents</u>	\$ 7,700.00
610.1601	TURF ESTABLISHMENT - ROADSIDE	400	SY	<u>Ten Dollars and No Cents</u>	\$ 10.00	<u>Four Thousand Dollars and No Cents</u>	\$ 4,000.00
614.060202	TREE REMOVAL OVER 6" TO 12" DIAMETER BREAST HEIGHT - STUMPS CUT FLUSH	1	EA	<u>Eight Hundred Dollars and No Cents</u>	\$ 800.00	<u>Eight Hundred Dollars and No Cents</u>	\$ 800.00
610.060302	TREE REMOVAL OVER 12" TO 18" DIAMETER BREAST HEIGHT - STUMPS CUT FLUSH	2	EA	<u>One Thousand Two Hundred Dollars and No Cents</u>	\$ 1,200.00	<u>Two Thousand Four Hundred Dollars and No Cents</u>	\$ 2,400.00
614.060402	TREE REMOVAL OVER 18" TO 24" DIAMETER BREAST HEIGHT - STUMPS CUT FLUSH	2	EA	<u>One Thousand Six Hundred Dollars and No Cents</u>	\$ 1,600.00	<u>Three Thousand Two Hundred Dollars and No Cents</u>	\$ 3,200.00
615.01010108	MATERIAL FOR STREAMBED ESTABLISHMENT	50	CY	<u>One Hundred Fifty Dollars and No Cents</u>	\$ 150.00	<u>Seven Thousand Five Hundred Dollars and No Cents</u>	\$ 7,500.00
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1	LS	<u>Seventy Thousand Dollars and No Cents</u>	\$ 70,000.00	<u>Seventy Thousand Dollars and No Cents</u>	\$ 70,000.00
619.04	TYPE III CONSTRUCTION BARRICADES	6	EA	<u>Three Hundred Dollars and No Cents</u>	\$ 300.00	<u>One Thousand Eight Hundred Dollars and No Cents</u>	\$ 1,800.00
619.080102	REMOVE PAVEMENT MARKING STRIPES, EPOXY PAINT	165	LF	<u>One Dollar and Fifty Cents</u>	\$ 1.50	<u>Two Hundred Forty Seven Dollars and Fifty Cents</u>	\$ 247.50



**BID SHEET FOR THE**  
**PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSAICK CREEK (BIN 223620)**  
**CITY OF NEWBURGH, ORANGE COUNTY, NY**

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words)(Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
619.110511	PORTABLE, VARIABLE MESSAGE SIGN STD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPEC, NO CELLULAR COM REQ	2	EA	<u>Twenty Thousand Dollars and No Cents</u>	\$ 20,000.00	<u>Forty Thousand Dollars and No Cents</u>	\$ 40,000.00
619.1711	TEMPORARY POSITE BARRIER - CATEGORY 1 (PINNING REQUIRED)	25	LF	<u>Four Hundred Eighty Dollars and No Cents</u>	\$ 480.00	<u>Twelve Thousand Dollars and No Cents</u>	\$ 12,000.00
619.1719	WARNING LIGHTS ON TEMPORARY BARRIERS	4	EA	<u>One Hundred Dollars and No Cents</u>	\$ 100.00	<u>Four Hundred Dollars and No Cents</u>	\$ 400.00
620.03	STONE FILLING (LIGHT)	2	CY	<u>One Hundred Fifteen Dollars and No Cents</u>	\$ 115.00	<u>Two Hundred Thirty Dollars and No Cents</u>	\$ 230.00
620.04	STONE FILING (MEDIUM)	140	CY	<u>One Hundred Forty Dollars and No Cents</u>	\$ 140.00	<u>Nineteen Thousand Six Hundred Dollars and No Cents</u>	\$ 19,600.00
625.01	SURVEY OPERATIONS	1	LS	<u>Sixty Seven Thousand Five Hundred Dollars and No Cents</u>	\$ 67,500.00	<u>Sixty Seven Thousand Five Hundred Dollars and No Cents</u>	\$ 67,500.00
625.09010015	SUBSURFACE SURVEY	1	LS	<u>Ten Thousand Five Hundred Dollars and No Cents</u>	\$ 10,500.00	<u>Ten Thousand Five Hundred Dollars and No Cents</u>	\$ 10,500.00
627.50140008	CUTTING PAVEMENT	50	LF	<u>Nine Dollars and No Cents</u>	\$ 9.00	<u>Four Hundred Fifty Dollars and No Cents</u>	\$ 450.00
637.11	ENGINEERS FIELD OFFICE - TYPE 1	8	MONTH	<u>Eight Thousand Dollars and No Cents</u>	\$ 8,000.00	<u>Sixty Four Thousand Dollars and No Cents</u>	\$ 64,000.00
637.34	OFFICE TECHNOLOGY SUPPLIES	2,500	DC	<u>One Dollar and No Cents</u>	\$ 1.00	<u>Two Thousand Five Hundred Dollars and No Cents</u>	\$ 2,500.00
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF WITH Z BARS	13	SF	<u>Fifty Four Dollars and No Cents</u>	\$ 54.00	<u>Six Hundred Seventy Five Dollars and No Cents</u>	\$ 675.00
645.81	TYPE A SIGN POSTS	4	EA	<u>Two Hundred Seventy Five Dollars and No Cents</u>	\$ 275.00	<u>One Thousand One Hundred Dollars and No Cents</u>	\$ 1,100.00



**BID SHEET FOR THE**  
**PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSAICK CREEK (BIN 223620)**  
**CITY OF NEWBURGH, ORANGE COUNTY, NY**

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words)(Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30SF)	1	EA	<u>One Hundred Forty Dollars and No Cents</u>	\$ 140.00	<u>One Hundred Forty Dollars and No Cents</u>	\$ 140.00
655.1003	WELDED FRAME & RECTANGULAR GRATE 3	2	EA	<u>Nine Hundred Dollars and No Cents</u>	\$ 900.00	<u>One Thousand Eight Hundred Dollars and No Cents</u>	\$ 1,800.00
655.1202	MANHOLE FRAME & COVER	1	EA	<u>Eight Hundred Dollars and No Cents</u>	\$ 800.00	<u>Eight Hundred Dollars and No Cents</u>	\$ 800.00
663.0110	DUCTILE IRON CEMENT LINED WATER PIPE, 10"	175	LF	<u>Three Hundred Twenty Five Dollars and No Cents</u>	\$ 325.00	<u>Fifty Six Thousand Eight Hundred Seventy Five Dollars and No Cents</u>	\$ 56,875.00
664.0510	BRIDGE MOUNTED WATER PIPE	50	LF	<u>One Thousand One Hundred Dollars and No Cents</u>	\$ 1,100.00	<u>Fifty Five Thousand Dollars and No Cents</u>	\$ 55,000.00
663.10070007	WATER METERS AND REMOTE READ SYSTEM	1	LS	<u>Seventy Thousand Dollars and No Cents</u>	\$ 70,000.00	<u>Seventy Thousand Dollars and No Cents</u>	\$ 70,000.00
663.1006	RESILIENT WEDGE VALVE AND VALVE BOX 6"	1	EA	<u>Two Thousand Two Hundred Fifty Dollars and No Cents</u>	\$ 2,250.00	<u>Two Thousand Two Hundred Fifty Dollars and No Cents</u>	\$ 2,250.00
664.1010	RESILIENT WEDGE VALVE AND VALVE BOX 10"	5	EA	<u>Four Thousand Eight Hundred Forty Dollars and No Cents</u>	\$ 4,840.00	<u>Twenty Four Thousand Two Hundred Dollars and No Cents</u>	\$ 24,200.00
663.1301	HYDRANT	1	EA	<u>Eleven Thousand Dollars and No Cents</u>	\$ 11,000.00	<u>Eleven Thousand Dollars and No Cents</u>	\$ 11,000.00
664.1810	BOLTED SLEEVE TYPE COUPLING, 10"	1	EA	<u>Two Thousand Dollars and No Cents</u>	\$ 2,000.00	<u>Two Thousand Dollars and No Cents</u>	\$ 2,000.00
663.2002	IRON WATER MAIN FITTINGS (10" TO 16")	336	LB	<u>Twenty Five Dollars and No Cents</u>	\$ 25.00	<u>Eight Thousand Four Hundred Dollars and No Cents</u>	\$ 8,400.00
663.2701	WATER METER PIT, TYPE A	1	EA	<u>Forty Thousand Dollars and No Cents</u>	\$ 40,000.00	<u>Forty Thousand Dollars and No Cents</u>	\$ 40,000.00

**BID SHEET FOR THE**  
**PIN 8761.40 - REPLACEMENT OF WALSH ROAD BRIDGE OVER QUASSAICK CREEK (BIN 223620)**  
**CITY OF NEWBURGH, ORANGE COUNTY, NY**

Note: Unit prices are to be written in both words and numbers. In case of discrepancy, those shown in words shall govern. All prices are in dollars and cents.

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words)(Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	470	LF	<u>Four Dollars and Ninety Five Cents</u>	\$ 4.95	<u>Two Thousand Three Hundred Twenty Six Dollars and Fifty Cents</u>	\$ 2,326.50
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	290	LF	<u>Four Dollars and Ninety Five Cents</u>	\$ 4.95	<u>One Thousand Four Hundred Thirty Five Dollars and Fifty Cents</u>	\$ 1,435.50
698.04	ASPHALT PRICE ADJUSTMENT	520	DC	<u>One Dollar and No Cents</u>	\$ 1.00	<u>Five Hundred Twenty Dollars and No Cents</u>	\$ 520.00
698.05	FUEL PRICE ADJUSTMENT	570	DC	<u>One Dollar and No Cents</u>	\$ 1.00	<u>Five Hundred Seventy Dollars and No Cents</u>	\$ 570.00
698.06	STEEL/IRON PRICE ADJUSTMENT	100	DC	<u>One Dollar and No Cents</u>	\$ 1.00	<u>One Hundred Dollars and No Cents</u>	\$ 100.00
					<b>SUB-TOTAL</b>	Four Million Nine Hundred Fourteen Thousand Eight Hundred Fifty Five Dollars and Eighty Two Cents	\$ 4,914,855.82
697.03	FIELD CHANGE PAYMENT	110,500	DC	<u>One Dollar and No Cents</u>	\$ 1.00	<u>One Hundred Ten Thousand Five Hundred Dollars and No Cents</u>	\$ 110,500.00
699.04001	MOBILIZATION (4%)	1	LS	<u>One Hundred Ninety Thousand Dollars and No Cents</u>	\$ 190,000.00	<u>One Hundred Ninety Thousand Dollars and No Cents</u>	\$ 190,000.00
					<b>TOTAL</b>	Five Million Two Hundred Fifteen Thousand Three Hundred Fifty Five Dollars and Eighty Two Cents	\$ 5,215,355.82

## Acknowledgment of Receipt of Addenda

The undersigned acknowledges receipt of the following addenda to the bidding document (if none, state "NONE"):

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM  
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT  
SENT TO THE CITY OF NEWBURGH SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

Addendum No. 1 Dated 05/09/2023

Addendum No. 2 Dated 05/19/2023

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Gianfia Corp


\_\_\_\_\_  
Name of Bidder

179 Brady Ave

\_\_\_\_\_  
Street Address

Hawthorne, NY 10532

\_\_\_\_\_  
City, State, Zip

  
\_\_\_\_\_  
Signature of Authorized Official

05/31/2023

\_\_\_\_\_  
Date

**CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS**

N/A

\_\_\_\_\_  
(NAME OF CORPORATION)

“Resolved that \_\_\_\_\_,  
(Person Authorized to Sign) (Title)

of \_\_\_\_\_ is authorized to sign and submit a Bid for this  
(Name of Corporation)

corporation for the following project:

\_\_\_\_\_  
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

\_\_\_\_\_  
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

**The above form must be completed if the Bidder is a corporation**



**DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE (D/M/WBE)  
UTILIZATION GOALS**

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid price. For clarification of Disadvantaged Business Enterprise (DBE) Utilization Requirements refer to §102-22 of the Standard Specifications. For clarification of Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) Utilization Requirements refer to §102-22 of the Standard Specifications.

Disadvantaged Business Enterprise Utilization Goal 10 % (Federal-Aid Only)

Minority Business Enterprise (MBE) Utilization Goal 0 % (Non Federal-Aid Only)

Women's Business Enterprise (WBE) Utilization Goal 0 % (Non Federal-Aid Only)

Directories and/or information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation  
Office of Equal Opportunity Development and Compliance  
1220 Washington Avenue  
Albany, NY 12232-0444  
(518) 457-1129  
[www.dot.state.ny.us/oeodc/menu.html](http://www.dot.state.ny.us/oeodc/menu.html)

Directories and/or information related to the current certification status of Minority and Women's Business Enterprises, can be obtained by contacting the:

Empire State Development Corporation  
Office of Minority and Women's Business Development  
30 S. Pearl Street  
Albany, NY 12245  
(518) 292-5250  
[www.nylovesbiz.com/Small and Growing Businesses/mwbe.asp](http://www.nylovesbiz.com/Small_and_Growing_Businesses/mwbe.asp) or:  
[www.empire.state.ny.us](http://www.empire.state.ny.us)

**Disadvantaged Business Enterprise Officer**

The Bidder shall designate and enter below the name of a Disadvantaged/Minority/Women's Business Enterprise Officer who will have the responsibility for D/M/WBE Utilization.

Bidder Designated D/M/WBE Officer:

Raffaele Ruggiero

(Name)

President

(Title)

Telephone Number:

914-358-4601

**RETURN THIS PAGE WITH BID**

## Federal DBE Commitment and GFE Bid Requirements

Letting Date: 05/31/2023

Proposer Name Gianfia Corp

Address: 179 Brady Ave Hawthorne, NY 10532

PIN 8761.40  
 Contract # 1.23  
 DBE Goal 10 % as Stated in the Advertisement

We hereby submit a DBE commitment of 8.68 % for the above-referenced project.

Identified below are the commitment(s) to certified\* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
EMI GUIDE RAIL Address:	CONSTRUCTION	GR # SIGNS	100	82,500	82,500
E GILL REPAIR Address:	CONSTRUCTION	F & I REPAIR	100	72,000	72,000
TRAFFIC LANE CLOSURES Address:	SUPPLIER	HPT & VMS	60	60,000	36,000
Address: SURVEY	PROF SERVICES	SURVEYING	100	87,000	87,000
Address: TRUCKING	TRUCKING	TRUCK & DISPOSAL	100	175,000	175,000
Address: CURBING & CURBING	CONSTRUCTION	CURBING	100	10,000	10,000

\*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.

Total Commitment: 452,500

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:	Work Categories:	DBE Credit %
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name: Raffaele Ruggiero

Title: President

Company Federal Tax ID XX-XXXXXXX 26-1730112



**CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (Prohibited Entities List) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I Raffaele Ruggiero, being duly sworn, deposes and says that he / she is the  
President of Gianfia Corp and neither the

Bidder / Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed

SWORN to before me this

31st day of May

20 23

Notary Public: [Signature]

THYAGO DE ALMEIDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6366315  
Qualified in Queens County  
My Commission Expires 10-30-2025

**AFFIDAVIT OF WORKERS' COMPENSATION**

State of New York

SS:

County of Westchester

Raffaele Ruggiero

of Gianfia Corp

being duly sworn, deposes and says that he now carries or that he has applied for a Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: \_\_\_\_\_

Subscribed and sworn to before me

this 31st day of May, 20 23

Thyago de Almeida  
Notary Public

THYAGO DE ALMEIDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6366315  
Qualified in Queens County  
My Commission Expires 10-30-2025

**THIS PAGE MUST BE INCLUDED INCLUDED IN EACH BID PROPOSAL**



**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Gianfia Corp.  
179 Brady Avenue, Hawthorne, NY 10532

hereinafter referred to as the "Principal", and Endurance Assurance Corporation  
4 Manhattanville Road, Purchase, NY 10577

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF NEWBURGH, NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of Five Percent of Amount Bid

Dollars (\$ 5% ), good and lawful money of the United States of America, for the payment of which said sum of money well and truly to be made and done, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the CITY the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for Replacement of Walsh Road Bridge Over the Quassaick Creek (BIN 2223620) ;  
Bid #1.23: PIN 8761.40 ;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the CITY for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the CITY, if the Principal shall:

(a) Within ten (10) days after notification by the CITY, execute the number of multiples provided by the CITY and deliver to the CITY all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and

(b) Furnish a performance bond and separate payment bond, as may be required by the CITY, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the CITY and shall be executed by good and sufficient sureties, and

(c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Instructions to Bidders, bound herewith and made a part hereof, or if the CITY shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

## BID BOND

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to Principal the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the CITY, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the CITY, either a performance bond or payment bond, or both, shall not be required by the CITY on or before the 30<sup>th</sup> day after the date on which the CITY signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the CITY will receive or open bids, or by an extension of time within which the CITY may accept the Principal's Proposal, or by any waiver by the CITY of any of the requirements of the Instructions to Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 8<sup>th</sup> day of May, 2023.

(Seal)

Gianfia Corp. (L.S.)

Principal

By: \_\_\_\_\_

Raffaele Ruggiero, President

(Seal)

Endurance Assurance Corporation (L.S.)

Surety

By: \_\_\_\_\_

Victoria P. Lyons, Attorney-in-Fact

If the Principal is a partnership, the bond should be signed by each of the individuals who are partners.

If the Principal is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

**BID BOND**

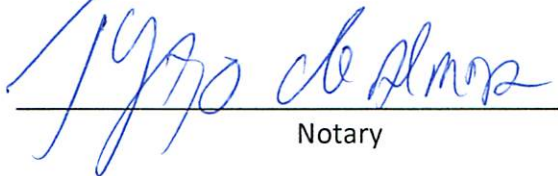
**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

State of New York

County of Westchester ss:

On this      day of May, 2023, before me personally came to me known,  
Raffaele Ruggiero who, being by me duly sworn, did  
depose and say that he/she is the President of  
Gianfia Corp.

the corporation described in and which executed the foregoing instrument; that he/she knows  
the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it  
was so affixed by order of the directors of said corporation, and that he/she signed his/her  
name thereto by like order.

  
\_\_\_\_\_  
Notary

THYAGO DE ALMEIDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6366315  
Qualified in Queens County  
My Commission Expires 10-30-2025

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared  
\_\_\_\_\_ to me known and known to me to be  
one of the members of the firm of \_\_\_\_\_ described in  
and who executed the foregoing instrument, and he/she acknowledged to me that he/she  
executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary

**BID BOND**

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

**AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.**



## Surety Acknowledgement

State of Connecticut  
County of Hartford

On this **8th** day of **May** in the year **2023**, before me personally come(s) **Victoria P. Lyons** to me know, who, being by me duly sworn, deposes and says that same resides in **Farmington, CT** that same is the **Attorney-in-Fact** of the **Endurance Assurance Corporation**, corporation described in and which executed the foregoing instrument: that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that same signed the name thereto by like order.

AMANDA KELSEY JOVINO NOTARY PUBLIC MY COMM EXP 11/30/2027 CONNECTICUT
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(Signature of Notary taking acknowledgment)

Amanda Kelsey Jovino  
My comm expires: November 30, 2027



**SOMPO INTERNATIONAL**

INSURANCE

# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Kathleen M. Flanagan, Richard A. Leveroni, Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susanin, Victoria P. Lyons as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company  
By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she/they are the Officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public, My Commission Expires 5/9/23



## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

\*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 8<sup>th</sup> day of May, 2023.

By: *Daniel S. Lune*

Daniel S. Lune, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 1289D Lebanon Road; Mount Juliet, TN 37122-2870



**ENDURANCE ASSURANCE CORPORATION**  
**FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS**  
As of December 31, 2022

<b>ASSETS:</b>	
Bonds	\$ 7,059,123,973
Stocks	\$ 2,392,618,615
Other Invested Assets	\$ 341,410,213
Cash, Cash Equivalents and Short-Term Investments	\$ 1,094,982,499
Receivable for Securities	\$ 5,040,617
<b>Total Cash and Invested Assets</b>	<b>\$ 10,893,175,916</b>

Agents' Balances or Uncollected Premiums	\$ 3,995,122,766
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 1,021,522,572
Funds Held By or Deposited With Reinsurance Companies	\$ 395,751,229
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 191,852,444
Receivables From Parent, Subsidiaries & Affiliates	\$ 39,365,910
Aggregate Write-Ins for Other Than Invested Assets	\$ 68,569,185
Investment Income Due and Accrued	\$ 39,919,379
<b>Total Admitted Assets</b>	<b>\$ 16,645,279,402</b>

<b>LIABILITIES:</b>	
Losses	\$ 5,067,053,293
Loss Adjustment Expenses	\$ 636,551,682
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 1,648,120,859
Taxes Licenses and Fees	\$ 20,735,383
Current Federal & Foreign Income Taxes	\$ 11,753,591
Unearned Premiums	\$ 2,693,071,589
Advance Premium	\$ 3,969,846
Ceded Reinsurance Premiums Payable	\$ 1,222,920,283
Funds Held Under Reinsurance Treaties	\$ 121,763,218
Commissions Payable, Contingent Commissions and Similar Items	\$ 10,761,501
Amounts Withheld or Retained by Company for Account of Others	\$ 727,804,830
Remittances and Items Not Allocated	\$ 108,020,240
Other Expenses Payable	\$ 32,218,055
Payable to Parents, Subsidiaries and Affiliates	\$ 53,587,180
Payable for Securities	\$ 30,889,634
Provision for Reinsurance	\$ 77,480,646
Other Liabilities	\$ 94,352,512
<b>Total Liabilities</b>	<b>\$ 12,561,054,342</b>

<b>CAPITAL AND SURPLUS:</b>	
Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,669,252
Common Capital Stock	\$ 5,000,000
Surplus Notes	\$ 350,000,000
Gross Paid In and Contributed Surplus	\$ 3,480,137,280
Unassigned Funds (Surplus)	\$ 247,418,528
<b>Total Capital and Surplus</b>	<b>\$ 4,084,225,060</b>

<b>Total Liabilities and Capital and Surplus</b>	<b>\$ 16,645,279,402</b>
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I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2022 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The Foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana, Treasurer

Subscribed and sworn to before me this 15<sup>th</sup> day of March, 2023:



Notary Public & Seal  
**DARLENE A. GIBSON**

NOTARY PUBLIC-STATE OF NEW YORK

No. 01616114191

Qualified in Westchester County

My Commission Expires 08-09-2024

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT  
IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION  
WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT FOR  
THE LONG TERM CONTROL PLAN PHASE IV  
NEWBURGH COMBINED SEWER CONTROL FACILITY PROJECT**

**WHEREAS**, The New York State Clean Water Infrastructure Act (CWIA) of 2017 invests \$3 billion in clean and drinking water infrastructure projects and water quality protection across the state and as part of CWIA, the New York State Environmental Facilities Corporation (EFC) is offering \$225 million in grants for clean and drinking water projects during the 2022-2023 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality, including projects that address combined and/or sanitary sewer overflow impacts from sustained rain events; and

**WHEREAS**, by Resolution No. 189-2019 of August 12, 2019 and Resolution No. 113-2020 of May 28, 2020, the City Council authorized the City Manager to enter into agreements with Arcadis of New York, Inc. for professional engineering services related to the planning, the preparation of preliminary engineering reports, and design and bid documents for Long Term Control Plan Phase II, Phase III and Phase IV projects, including the Newburgh Combined Sewer Control Facility Project (the “Project”); and

**WHEREAS**, by Resolution No. 189-2021 of August 9, 2021, the City Council designated the Project as a “Type II” Action, as the quoted term is defined in the State Environmental Quality Review Act (“SEQRA”) regulations and determining that no further review for SEQRA purposes is required; and

**WHEREAS**, the City intends to undertake the Project at a total project cost of \$35,531,976.00 with the source of City funding for the Project derived from a 2022 bond authorization; and

**WHEREAS**, the City was awarded \$17,766,000.00 in Bipartisan Infrastructure Law funding and this Council has determined that undertaking the Project and applying for and accepting if awarded EFC New York State Water Infrastructure Improvement Act grant for the lesser of \$25 million or 25% of the net eligible project costs to offset the remainder of the Project costs that are currently required to be borrowed is in the best interests of the City of Newburgh;



**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Newburgh Combined Sewer Control Facility Project is hereby approved at the maximum total project cost in the amount of \$35,531,976.00; and

**BE IT FURTHER RESOLVED**, by the Newburgh City Council that the City Manager be and he hereby is authorized to apply for and accept if awarded New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant for the Newburgh Combined Sewer Control Facility Project for the lesser of \$25 million or 25% of the net eligible project costs; and

**BE IT FURTHER RESOLVED**, by the Newburgh City Council that the City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Newburgh and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby; and

**BE IT FURTHER RESOLVED**, by the Newburgh City Council that the sum of \$35,531,976.00 is hereby appropriated from a 2022 Bond authorization.



## GRANT SUMMARY

### NYS WATER INFRASTRUCTURE IMPROVEMENT (WIIA) & NYS INTERMUNICIPAL WATER INFRASTRUCTURE GRANT (IMG) PROGRAMS

#### OVERVIEW

The New York State Environmental Facilities Corporation (EFC) is offering \$425 million in grants for clean and drinking water projects during the 2023-2024 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality. EFC and the NYS Department of Health (DOH) will evaluate all applications for projects received by the due date (**5:00 p.m. on Friday July 28, 2023**) based on factors including protection of public health and water quality; median household income; governmental and community support; environmental justice considerations; and the readiness of the project to proceed.

**NOTE FOR APPLICANTS INTERESTED IN SRF FINANCING:** in order to be listed on the Annual List in the Intended Use Plan and to be eligible for financing in FFY 2024, the applicant must have submitted a listing form, acceptable Engineering Report, and smart growth form by June 16, 2023.

#### PROGRAM CHANGES:

The following changes have been made for this round of WIIA/IMG grant funding:

- Eligibility criteria for construction dates have been updated.
- Construction start date has been clarified to allow the pre-purchase of equipment prior to the issuance of a Notice to Proceed.
- Eligibility criteria include consideration of a project's impact on a disadvantaged community (DAC) as defined pursuant to the Climate Leadership and Community Protection Act in addition to impact on a Potential Environmental Justice Area.

#### AVAILABLE FUNDING

##### *WIIA Clean Water Projects*

An applicant with an eligible clean water project may receive a WIIA grant award as described below:

- A project, including all phases of the project, may be awarded the lesser of \$25 million or 25% of net eligible project costs (total eligible project costs less any third-party grants awarded in respect of the project).
- Any grants administered through EFC will not be used to calculate net eligible project costs.

Municipalities may apply for this grant on more than one project, but each municipality is limited to receiving no more than a \$5 million allocation per year. If a municipality is awarded grant funds totaling more than \$5 million for a project or projects, the grant(s) will be allocated over multiple years in increments not to exceed \$5 million per year.

If a municipality applies for more than one project during the current round, EFC will prioritize the awards based on the score of the project(s) until all of the projects have received 25% of eligible project costs or the \$5 million cap has been reached. If the award(s) exceed \$5 million, the remaining applications will not be eligible for additional grant in the current round.

### *WIIA Drinking Water Projects*

An applicant with an eligible drinking water project may receive a WIIA grant award as described below:

- A project addressing an emerging contaminant (EC) above the current State determined Maximum Contaminant Level (MCL) would be awarded 60% of net eligible project costs with no cap.
- A project that does not address EC above the State MCL, including phases of the project, would be awarded the lesser of \$5 million or 60% of net eligible project costs. Municipalities may apply for this grant on more than one project, but each municipality is limited to receiving no more than \$5 million per year.

Excluding EC projects, municipalities are limited to \$5 million of combined Drinking Water State Revolving Fund (DWSRF) Base grant, DWSRF Bipartisan Infrastructure Law (BIL) General Supplemental grant, and WIIA grants annually.

### *IMG Clean Water and Drinking Water Projects*

Cooperating municipalities with an eligible project may receive an IMG grant award as described below:

- The lesser of \$30 million or 40% of net eligible project costs.

Municipalities may apply for this grant on more than one project, but each municipality is limited to receiving no more than a \$10 million allocation per year. If a municipality is awarded grant funds totaling more than \$10 million for a project or projects, the grant(s) will be allocated over multiple years in increments not to exceed \$10 million per year.

## **ELIGIBILITY REQUIREMENTS**

A WIIA grant or IMG grant is available only to a municipality, which is defined to include a county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any

agency of the State that is empowered to construct and operate a water quality infrastructure project.

Eligible projects include water quality infrastructure projects at municipally-owned sewage treatment works<sup>1</sup> OR municipally-owned public water systems<sup>2</sup> for:

- Construction, replacement, or repair of infrastructure; or
- Upgrades to comply with environmental and public health laws and regulations related to water quality;
- System upgrades and innovative pilot technologies to combat EC, such as PFOA, PFOS and 1,4 dioxane; and
- System upgrades to repair to address combined and/or sanitary sewer overflow impacts from sustained rain events.

Each WIIA and IMG project must meet the following criteria:

- Result in construction for the requested scope;
- Not be for the construction of water infrastructure that exclusively supports residential or commercial development;
- Must not have issued a Notice to Proceed before October 1, 2022 for construction of the project;
- Not have completed construction before July 28, 2023; and
- Include the applicable EFC terms and conditions in all contracts.

Each IMG project must meet the following criteria:

- Serve multiple municipalities;
- Be a shared drinking water or sewage treatment infrastructure project, such as:
  - More than one municipality undertaking a capital improvement project jointly for the consolidation of infrastructure or services,
  - Consolidation of intermunicipal facilities,
  - Shared water quality infrastructure,
  - Regional wastewater treatment facilities, or
  - The interconnection of multiple municipal water systems.
- Have a valid and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities related to financing of the IMG project that describes the proposed project, the role of each municipality, and the costs attributable to each municipality; and
- Designate a “lead municipality” that applies on behalf of all cooperating municipalities.

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<sup>1</sup> Sewage treatment works as defined in ECL § 17-1903.

<sup>2</sup> Eligible project as defined in paragraphs (a), (b), (c), and (e) of subdivision 4 of § 1160 of the Public Health Law.



## PROGRAM REQUIREMENTS

Program requirements for WIIA and IMG recipients include minority- and women-owned business enterprise (MWBE) participation, equal employment opportunity (EEO), service-disabled veteran-owned business (SDVOB) participation, and smart growth and environmental review.

There are additional program requirements for recipients of WIIA and IMG grants that also utilize SRF financial assistance, including BIL funds, including those related to procurement of Architectural/Engineering (A/E) services American Iron and Steel (AIS), and Davis-Bacon federal prevailing wage requirements.

All contracts entered into by recipients that are to be paid for with WIIA funds, IMG funds, or SRF financial assistance must demonstrate compliance with EFC's program requirements and must include the required contractual language from the applicable terms and conditions. Any contracts, including those that are executed prior to grant application, that do not include the required contractual language will be disqualified from funding.

Additional information on program requirements is available on EFC's website at [www.efc.ny.gov](http://www.efc.ny.gov), including EFC's terms and conditions and the current Intended Use Plans for the SRF programs.

**Please Note:** Projects co-funded with BIL federal grant or loan funds are subject to additional federal programmatic requirements. BIL funds will be administered with SRF funds and additional information and updates on BIL are available on EFC's website at [www.efc.ny.gov/BIL](http://www.efc.ny.gov/BIL).

## APPLICATIONS

Applicants who would like to be considered for a WIIA and/or IMG grant must submit a grant application and the following required documentation to EFC no later than 5:00 p.m. on **Friday, July 28, 2023**:

- Engineering Report<sup>3</sup>, including a current project schedule and budget
- Environmental Review Documentation
- SHPO Project Review Determination Letter

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<sup>3</sup> The Engineering Report for projects must conform to EFC's Engineering Report Outline, available at <http://www.efc.ny.gov/cleanwater> for clean water projects, and <http://www.health.ny.gov/environmental/water/drinking/water.htm> for drinking water projects.

- Bond/Funding Resolution<sup>4</sup>:
  - *Bond Resolution*: If debt will finance any portion of the project, you must submit a bond resolution that includes the total project costs to be financed, including any SRF financing.
  - *Funding Resolution*: If debt will not be issued to finance any portion of the project, you must submit a resolution that authorizes: the undertaking of the project and the total funding appropriated for the project. The resolution must also designate a representative of the applicant who is authorized to sign the funding agreement with EFC and any associated documents.
- If under construction, executed construction contract(s) including applicable EFC Terms and Conditions.
- If applying for IMG, a valid and binding Intermunicipal Agreement (IMA) between at least two cooperating municipalities related to the financing and necessary for the project.
- If seeking SRF financing in addition to grant funds, a complete SRF Financing Application.
- If available, district formation documentation for new or expanded districts.

Applications must be submitted using the online Application Form located on EFC's website at [www.efc.ny.gov/WIIA](http://www.efc.ny.gov/WIIA) or [www.efc.ny.gov/IMG](http://www.efc.ny.gov/IMG). Applications that are submitted without all required information and documentation may be deemed unacceptable and may not be processed.

## CONTACT US

Please direct all questions about the WIIA or IMG grant programs and application to:

Máire Cunningham  
New York State Environmental Facilities Corporation  
625 Broadway  
Albany, New York 12207-2997  
Phone: (518) 402-6924  
E-mail: [NYSWaterGrants@efc.ny.gov](mailto:NYSWaterGrants@efc.ny.gov)

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<sup>4</sup> For certain WIIA/IMG Grant Only applications, please note the following: Certain applicants may not have the authority to incur debt on their own and pass a bond resolution but may plan to finance the balance of their project with debt issued by a third-party governing municipality. In such a case, a board resolution from the applicant is required with the initial application which formally requests the governing municipality adopt a bond resolution for the project. The bond resolution from the governing municipality, if not adopted at the time of the application, must be received by EFC no later than 6 months from the date of any WIIA award to the applicant.

RESOLUTION NO.: 183 - 2022

OF

AUGUST 8, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT  
IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION  
WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT FOR  
THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND  
DISINFECTION FACILITY PROJECT IN THE AMOUNT OF \$10,000,000.00

WHEREAS, The New York State Clean Water Infrastructure Act (CWIA) of 2017 invests \$3 billion in clean and drinking water infrastructure projects and water quality protection across the state and as part of CWIA, the New York State Environmental Facilities Corporation (EFC) is offering \$225 million in grants for clean and drinking water projects during the 2022-2023 state fiscal year to selected municipalities with infrastructure projects that protect public health and/or improve water quality, including projects that address combined and/or sanitary sewer overflow impacts from sustained rain events; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019 and Resolution No. 113-2020 of May 28, 2020, the City Council authorized the City Manager to enter into agreements with Arcadis of New York, Inc. for professional engineering services related to the planning, the preparation of preliminary engineering reports, and design and bid documents for Long Term Control Plan Phase II, Phase III and Phase IV projects, including the Floatables Control and Disinfection Facility Project (the "Project"); and

WHEREAS, by Resolution No. 189-2021 of August 9, 2021, the City Council designated the Project as a "Type II" Action, as the quoted term is defined in the State Environmental Quality Review Act ("SEQRA") regulations and determining that no further review for SEQRA purposes is required; and

WHEREAS, the City intends to undertake the Project at a total project cost of \$35,531,976.00 with the source of City funding for the Project derived from a 2022 bond authorization; and

WHEREAS, this Council has determined that undertaking the Project and applying for and accepting if awarded EFC New York State Water Infrastructure Improvement Act grant in the amount of \$10,000,000.00 with a required 25% match and remaining construction funding to be derived from a future CWSRF Loan is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Floatables Control and Disinfection Facility Project is hereby approved at the maximum total project cost in the amount of \$35,531,976.00; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the City Manager be and he hereby is authorized to apply for and accept if awarded New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant for the Floatables Control and Disinfection Facility Project in an amount not to exceed \$10,000,000.00; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Newburgh and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby; and

BE IT FURTHER RESOLVED, by the Newburgh City Council that the sum of \$35,531,976.00 is hereby appropriated from a 2022 Bond authorization.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/8/22 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 9th day of Aug 20 22

Katrina Cotten  
Deputy City Clerk



RESOLUTION NO. 185 OF 2022

BOND RESOLUTION DATED AUGUST 8, 2022

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED AUGUST 8, 2022, AUTHORIZING FINANCING FOR THE LONG TERM CONTROL PLAN PHASE IV FLOATABLES CONTROL AND DISINFECTION FACILITY PROJECT IN THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$35,531,976, APPROPRIATING SAID AMOUNT THEREFOR AND AUTHORIZING THE ISSUANCE OF \$35,531,976 BONDS TO FINANCE OF SAID APPROPRIATION AND THE APPLICATION OF ANY GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE CITY'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

object or purpose: to finance the cost of Phase IV of the Long Term Control Plan consisting of the Floatables Control and Disinfection Facility Engineering Report prepared by Arcadis of New York, Inc. dated May 2021, revised July 23, 2021 and on file in the office of the City Clerk, at the total estimated maximum cost of \$35,531,976

period of probable usefulness: forty (40) years

amount of obligations to be issued: \$35,531,976

A complete copy of the Bond Resolution summarized above and such engineering reports shall be available for public inspection during normal business hours at the office of the City Clerk, in Newburgh, New York.

Dated: August 8, 2022  
Newburgh, New York

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 8/8/22 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 9th day of Aug. 2022

  
Deputy City Clerk

RESOLUTION NO.: \_\_\_\_\_-2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S  
ANNUAL EVENTS FOR 2023**

**WHEREAS**, the City of Newburgh holds and sponsors several annual events, including but not limited to, Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday, and the Back to School, Halloween and Christmas Events; and

**WHEREAS**, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2023 events and additional events as may be approved under the Public Special Events Sponsorship Policy and Procedure; and

**WHEREAS**, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's 2023 events authorized by City Council approval of the 2023 Budget, and additional 2023 events as approved under the Public Special Events Sponsorship Policy and Procedure.

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES  
TO PROVIDE PERFORMING ARTS AND RELATED SERVICES  
IN CONNECTION WITH THE CITY OF NEWBURGH'S  
ANNUAL EVENTS FOR 2023**

**WHEREAS**, the City of Newburgh annually holds City-sponsored events, including events approved under the Public Special Events Sponsorship Policy and Procedure; and

**WHEREAS**, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

**WHEREAS**, there is funding available in Trust and Agency Accounts for those events and in the 2023 City budget; and

**WHEREAS**, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2023 Budget; and

**WHEREAS**, this Council has determined that entering into agreements in connection with these annual and approved events is in the best interests of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the City-sponsored annual events and events approved under the Public Special Events Sponsorship Policy and Procedure for 2023, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2023 Budget.

# AGREEMENT FOR VENDOR SERVICES

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and \_\_\_\_\_, a firm with principal offices at \_\_\_\_\_, hereinafter referred to as “**VENDOR**.”

## ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”).

## ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning \_\_\_\_\_, 2023, and ending \_\_\_\_\_, 2023.

## ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered during the event as otherwise set forth in Schedule A,

and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant’s Certification form, and if the Claimant’s Certification form is objectionable, will notify VENDOR, in writing, of the CITY’S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

## ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

## ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this



Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement

without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity or pursuant to this Agreement.

#### **ARTICLE 7. FAIR PRACTICES**

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not

constitute, without more, a disclosure within the meaning of this Article.

#### **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

#### **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

#### **ARTICLE 10. BOOKS AND RECORDS**

VENDOR agrees to maintain accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

#### **ARTICLE 11. RETENTION OF RECORDS**

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and

accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

#### ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in

this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including	\$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	\$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 <b>each claim</b>

If available, VENDOR shall attach to this Agreement applicable certificates of insurance evidencing VENDOR'S compliance with these requirements.

#### ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party

or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF CITY PROPERTY**

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all

liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### **ARTICLE 16. CONFIDENTIAL INFORMATION**

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

#### **ARTICLE 17. TERMINATION**

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:



A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 18. GENERAL RELEASE**

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of

VENDOR arising out of the performance of this Agreement.

#### **ARTICLE 19. SET-OFF RIGHTS**

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

#### **ARTICLE 20. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

#### **ARTICLE 21. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

#### **ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES**

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY

employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by

this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

#### ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: \_\_\_\_\_  
Todd Venning  
City Manager  
Per Resolution No.

BY: \_\_\_\_\_  
NAME:  
TITLE:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **SCHEDULE A**

### **SCOPE OF SERVICES AND FEES AND EXPENSES**

RESOLUTION NO.: \_\_\_\_\_-2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF  
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO  
MANNY G. PEREIRA AND CAROL PEREIRA TO THE PREMISES KNOWN AS  
193 RENWICK STREET (SECTION 45, BLOCK 10, LOT 1)**

**WHEREAS**, on July 18, 1994, the City of Newburgh conveyed property located at 193 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 10, Lot 1, to Manny G. Pereira and Carol Pereira; and

**WHEREAS**, the attorney for the current owner, Newburgh Ventures Corp., has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.



**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 193 Renwick Street, Section 45, Block 10, Lot 1 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated July 18, 1992, from THE CITY OF NEWBURGH to MANNY G. PEREIRA and CAROL PEREIRA, recorded in the Orange County Clerk's Office on December 23, 1994, in Liber 4156, Page 312 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2023

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Todd Venning, City Manager  
Pursuant to Res. No.: \_\_\_\_\_-2023

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF ORANGE     )

On the \_\_\_\_ day of August in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_-2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF  
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO  
ELADIO QUILES TO THE PREMISES KNOWN AS  
65 LANDER STREET (SECTION 23, BLOCK 6, LOT 19)**

**WHEREAS**, on December 14, 1998, the City of Newburgh conveyed property located at 65 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 6, Lot 19, to Eladio Quiles; and

**WHEREAS**, the current owner of the property, 65 Lander, LLC (by Eric Hiltner, Managing Member), has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 65 Lander Street, Section 23, Block 6, Lot 19 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated December 14, 1998, from THE CITY OF NEWBURGH to ELADIO QUILES, recorded in the Orange County Clerk's Office on January 11, 1999, in Liber 4958, Page 100 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2023

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Todd Venning, City Manager  
Pursuant to Res. No.: \_\_\_\_\_-2023

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF ORANGE    )

On the \_\_\_\_ day of July in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_-2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF RELEASES OF  
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS ISSUED TO  
NEW LEVEL, INC. AND NEWBURGH COMMERCIAL DEVELOPMENT CORP.,  
RESPECTIVELY, BOTH TO THE PREMISES KNOWN AS  
134 CHAMBERS STREET (SECTION 18, BLOCK 5, LOT 24)**

**WHEREAS**, on April 26, 1983, the City of Newburgh conveyed property located at 134 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 24, to New Level, Inc. (by Brian Reilly, President); and

**WHEREAS**, the City of Newburgh re-acquired the property on July 20, 2009 via tax foreclosure action, and subsequently conveyed the property to Newburgh Commercial Development Corp. (by Victor Cappelletti) on November 12, 2009; and

**WHEREAS**, the current owner of the property, 134 Chambers, LLC (by Eric Hiltner, Managing Member), has requested a release of the restrictive covenants contained in both deeds from the City of Newburgh; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the releases, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 in both of the aforementioned deeds.



**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 134 Chambers Street, Section 18, Block 5, Lot 24 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated April 26, 1983, from THE CITY OF NEWBURGH to NEW LEVEL, INC., recorded in the Orange County Clerk's Office on November 16, 1984, in Liber 2305, Page 611 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2023

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Todd Venning, City Manager  
Pursuant to Res. No.: \_\_\_\_\_-2023

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF ORANGE    )

On the \_\_\_\_ day of July in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 134 Chambers Street, Section 18, Block 5, Lot 24 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 12, 2009, from THE CITY OF NEWBURGH to NEWBURGH COMMERCIAL DEVELOPMENT CORP., recorded in the Orange County Clerk's Office on November 24, 2009, in Liber 12929, Page 1939 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2023

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Todd Venning, City Manager  
Pursuant to Res. No.: \_\_\_\_\_-2023

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF ORANGE    )

On the \_\_\_\_ day of July in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
AN AGREEMENT WITH THE UNIFIED COURT SYSTEM  
FOR STATE REIMBURSEMENT IN AN AMOUNT SUBJECT  
TO APPROVAL BY THE NEW YORK STATE COMPTROLLER  
FOR THE PERIOD APRIL 1, 2023 TO MARCH 31, 2028  
FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY**

**WHEREAS**, under New York State law, cities are required to furnish and maintain adequate court facilities for use by trial courts of the State, including Newburgh City Court; and

**WHEREAS**, by Resolution No. 153-99 of August 16, 1999, the City of Newburgh approved an agreement with the State of New York Unified Court System for the reimbursement of costs for cleaning services for the interior of the Newburgh City Court and minor and emergency repairs to that facility; and

**WHEREAS**, by Resolution No. 196-2002 of October 25, 2002, Resolution No. 34-2009 of March 23, 2009, Resolution No. 52-2014 of March 10, 2014, and by Resolution No. 95-2019 of April 8, 2019, the City of Newburgh approved new contracts for 5 year terms beginning April 1, 2003 and terminating on March 31, 2008, April 1, 2008 and terminating on March 31, 2013, April 1, 2013 and terminating on March 31, 2018, and beginning April 1, 2018 and terminating on March 31, 2023, respectively; and

**WHEREAS**, pursuant to these agreements the State of New York Unified Court System has submitted a new agreement for a renewal period of five (5) years, such term beginning April 1, 2023 to March 31, 2028, with reimbursement from the State established for each such period;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute the annexed renewal period agreement, with the State of New York Unified Court System, to provide the City with monetary reimbursement in the amount and for the period stated therein.

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR  
AND ACCEPT IF AWARDED NEW YORK STATE OFFICE OF CHILDREN AND  
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANTS AND  
YOUTH SPORTS AND EDUCATION PROGRAM GRANTS AND  
ORANGE COUNTY SOLUTIONS GRANTS TO SUPPORT  
CITY OF NEWBURGH RECREATION DEPARTMENT PROGRAMS**

**WHEREAS**, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program and Youth Sports and Education Program and Orange County Solutions; and

**WHEREAS**, the City of Newburgh wishes to apply for and accept if awarded grants from the New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program or Orange County Solutions to support City of Newburgh Recreation Department programs in not to exceed amounts listed below as follows:

- 2024 Youth Sports Program - \$35,000.00
- 2024 Youth Enrichment Programs - \$35,000.00
- 2024 Summer Programs - \$20,000.00
- 2024 Community Special Events - \$15,000.00

**WHEREAS**, no City matching funds are required; and

**WHEREAS**, this Council has determined that applying for and accepting said grants if awarded is in the best interests of the City of Newburgh and its youth;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program or Orange County Solutions Grant in an amount not to exceed \$105,000.00 requiring no City match for the 2024 Youth Sports Program, 2024 Youth Enrichment Programs, 2024 Summer Programs and 2024 Community Special Events in the City of Newburgh; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute all necessary documents to receive and comply with the terms of such grants and to carry out the programs funded thereby.



RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND  
TO ACCEPT IF AWARDED AN ORANGE COUNTY MUNICIPAL TOURISM GRANT  
IN THE AMOUNT OF \$4,999.00 WITH NO CITY MATCH  
TO PROMOTE AND SUPPORT SUMMER PROGRAMS  
AT SAFE HARBORS OF THE HUDSON AND THE RITZ THEATER**

**WHEREAS**, Orange County has launched a Municipal Tourism Grant Program to provide resources to municipalities as they plan and execute tourism events in Orange County; and

**WHEREAS**, the City of Newburgh propose to apply for an Orange County Municipal Tourism Program grant to promote and support community programming during the summer of 2023 by Safe Harbors of the Hudson and its Ritz Theater; and

**WHEREAS**, the City Council of the City of Newburgh has determined that applying for and accepting such grant is in the best interests of the City and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept an Orange County Municipal Tourism Program grant with no City match in the amount of \$4,999.00 to promote and support Safe Harbors of the Hudson and the Ritz Theater summer 2023 community programming and events in the City of Newburgh.

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
SUBRECIPIENT GRANT AGREEMENT  
WITH SAFE HARBORS OF THE HUDSON, INC. IN CONNECTION WITH  
THE AWARD OF AN ORANGE COUNTY MUNICIPAL TOURISM GRANT IN THE  
AMOUNT OF \$4,999.00 TO PROMOTE AND SUPPORT SUMMER PROGRAMS**

**WHEREAS**, Orange County has launched a Municipal Tourism Grant Program to provide resources to municipalities as they plan and execute tourism events in Orange County; and

**WHEREAS**, the City of Newburgh expects to receive an award of \$4,999.00 from the Orange County Municipal Tourism Grant Program; and

**WHEREAS**, such grant funding may be used to promote and support community programming during the summer of 2023 by Safe Harbors of the Hudson, Inc. and its Ritz Theater; and

**WHEREAS**, the City Council of the City of Newburgh has determined that entering into a subrecipient grant agreement with Safe Harbors of the Hudson, Inc. to apply Orange County Municipal Tourism Grant Program funding to promote and support community programming during the summer of 2023 is in the best interests of the City and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a subrecipient grant agreement with Safe Harbors of the Hudson, Inc. for Orange County Municipal Tourism Grant Program funding to promote and support community programming and events during the summer of 2023 in the City of Newburgh.

**SUBRECIPIENT AGREEMENT  
ORANGE COUNTY MUNICIPAL TOURISM GRANT  
CITY OF NEWBURGH, WITH SAFE HARBORS OF THE HUDSON, INC.**

This subrecipient agreement (“Agreement”), by and among the City of Newburgh, New York, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the “City”) and Safe Harbors of the Hudson, Inc., a not-for-profit corporation, having its principal place of business at 111 Broadway, Newburgh, New York 12550 (“Subrecipient”), is made this dated as of July \_\_\_\_\_, 2023, as follows:

**RECITALS**

- A. The City was awarded funds under the Municipal Tourism grant program (“Grant”) from County of Orange, New York (referred to herein as “Grantor”).
- B. The City has been duly designated to carry out activities authorized by the terms of the Grant, specifically to promote a tourism event or activity that results in the attraction of visitors to Orange County.
- C. Subrecipient has agreed to work with the City to effectuate its specific goals and objectives of the Grant in a manner more specifically set forth in **Exhibit A**, attached hereto and made a part of this Agreement.
- D. Subrecipient will submit an itemized report of expenses funded by the subaward consistent with the specific goals and objectives of the grant program.
- E. In addition to the terms and conditions in this Agreement, Subrecipient has agreed to additional terms and conditions as required by the Grantor.
- F. The City has identified Subrecipient as competent, willing, and able to carry out the objectives of the program as stated in the Grant, and now wishes to engage the Subrecipient as provided in this Agreement.

NOW, THEREFORE, the City, and the Subrecipient, for the consideration and under the conditions hereinafter set forth, do agree as follows:

**ARTICLE I                      AWARD**

- 1. The City hereby awards a subaward, as described above, to Subrecipient. The statement of work for this subaward is shown in **Exhibit A**. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of the City.
- 2. Subrecipient shall be solely responsible for securing goods, services, and any other accommodations necessary to complete the statement of work contemplated herein.
- 3. As consideration for the work provided, the City shall pay Subrecipient a sum of \$4,999.00, said sum being the grant award to the City by Grantor.

**ARTICLE II                      PAYMENT**

1. Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this Agreement that the Agreement of the City to fund the subaward, shall be deemed executory to the extent that grant monies are available to it for the purpose of carrying out the terms of this subaward and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this Agreement.
2. Total payment under this Contract shall not exceed \$4,999.00 as payment for all eligible services incurred by Subrecipient.
3. The City may withhold any payment whenever the Subrecipient fails to achieve its program goals for the expenditure period.

### ARTICLE III METHOD OF PAYMENT

1. Within fourteen (14) days of the receipt of the award from Grantor, the City shall disburse to Subrecipient the subaward in a lump sum payment.
2. Payment for services shall cease upon termination of the Agreement or upon the payment of the amount stated in Article II(2), whichever occurs first. All payments for services are to be made from grant funds.
3. All invoices and questions concerning invoices, receipts, or payments should be directed to the City of Newburgh Comptroller, 83 Broadway, 4<sup>th</sup> Floor, Newburgh, New York 12550.
4. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to the City's Comptroller NOT LATER THAN sixty (60) days after the subaward end date of October 30, 2023. The final statement of costs shall constitute Subrecipient's final financial report.
5. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Subrecipient.

### ARTICLE IV TERMINATION

1. Either party may terminate this agreement with thirty days written notice to the parties listed below. Upon receipt of notice of termination, the Subrecipient agrees to cancel, prior to the effective date of termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval.

If to City:

City of Newburgh  
Office of the Corporation Counsel  
83 Broadway, 2<sup>nd</sup> Floor  
Newburgh, New York 12550

If to Subrecipient

Safe Harbors of the Hudson, Inc.

[attn.: \_\_\_\_\_]

111 Broadway

Newburgh, New York 12550

2. In the event of termination as herein provided, any completed reports prepared by Subrecipient under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City, and such records shall be submitted to it.
3. In the event of termination, Subrecipient shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Subrecipient, the City may withhold from any payments due the Subrecipient for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by Subrecipient.

#### ARTICLE V NO ASSIGNMENT

1. Subrecipient represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City.

#### ARTICLE VI BOOKS AND RECORDS; REPORTS

1. Subrecipient shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The City or the Grantor shall have access to the Records during normal business hours at an office within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
2. Subrecipient shall submit a report to the City identifying prescribed activities funded under this Agreement at the termination of this Agreement. Subrecipient shall also submit reports identifying prescribed activities funded under this Agreement upon request by the City while this Agreement is in effect.

#### ARTICLE VII CONFIDENTIAL INFORMATION

1. In the event that Subrecipient, in the course of performance hereunder, obtains access to information, data or records deemed confidential by the City, Subrecipient shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without the City's written permission. Subrecipient agrees for a period of six (6) years to hold in confidence all such information and not disclose or make it available to third parties without the City's written permission. This obligation will apply only to information the City has designated in writing as Confidential and will not apply to information which:



- a. was known to Subrecipient prior to receipt from the City, as evidenced through written documentation;
- b. was or becomes a matter of public information or publicly available through no fault on the part of Subrecipient;
- c. is acquired from a third party entitled to disclose the information to Subrecipient;
- d. is developed independently by Subrecipient;
- e. is required to be disclosed pursuant to law, regulation or court order. However, in the event of a demand for disclosure under law or court order, Subrecipient shall not make such disclosure without prior written notice to the City and an adequate opportunity for the City to oppose such disclosure.

#### ARTICLE VIII            INTEREST OF SUBRECIPIENT, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

1. Subrecipient agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.
2. Subrecipient further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.
3. The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

#### ARTICLE IX            INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

1. No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.
2. Subrecipient shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

#### ARTICLE X            INTEREST OF CERTAIN STATE OFFICIALS

1. No member or the New York State Assembly or Senate, or any other member of New York State government, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

#### ARTICLE XI            SOLICITATION OR PROCUREMENT OF AGREEMENT

1. Subrecipient represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

## ARTICLE XII REPRESENTATIONS OF SUBGRANTEE

1. Subrecipient acknowledges and agrees that services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
2. Subrecipient will not use funds under this Agreement to: (1) engage in activities that are other than for the purposes stated in the grant award; (2) attempt to influence legislation, by propaganda or otherwise; or (3) directly or indirectly participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, or any state department or agency. Subrecipient agrees to comply with all applicable State and Federal regulations including, but not limited to, non-discrimination, rights of the handicapped and equal opportunity, during the performance of activities within this Agreement, including Title VI of the Civil Rights Act of 1964, and with Executive Order 11246, as amended by E.O. 11375 and 41 CFR, Part 60.

## ARTICLE XIII EQUAL EMPLOYMENT OPPORTUNITY

1. In carrying out the obligation of this Agreement, Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Subrecipient shall take affirmative action to ensure that applicants for employment and employees of Subrecipient are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
2. Subrecipient shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
3. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

## ARTICLE XIV FACILITIES AND PERSONNEL

1. Subrecipient represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder.
2. Subrecipient further represents that it will terminate and dismiss from further performance of work and services under this Agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to Subrecipient by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for Subrecipient to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve Subrecipient from meeting its obligations under the terms and conditions of this Agreement.

#### ARTICLE XV INDEMNIFICATION

1. Subrecipient hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of Subrecipient or its agents, sub-contractors, servants or employees.
2. If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, Subrecipient hereby agrees to hold harmless the City from and against any and all loss, expense, damage or injury whatsoever and indemnify the City from the same.
3. Subrecipient shall procure and maintain at its own expense until final completion of this Agreement, to the extent practicable and if required by law, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.
  - a. Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.
  - b. Liability and Property Damage Insurance with limits of not less than:
    - i. Property Damage Liability \$1,000,000 for each occurrence
    - ii. Personal Injury Liability \$1,000,000 for each person  
\$2,000,000 for each occurrence
4. Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

#### SECTION XVI NOTICES

1. Notices of any nature referred to in this agreement shall be in writing by certified mail, hand delivery. Notices shall be effective on the date of receipt.

If to City:

City of Newburgh  
Office of the Corporation Counsel  
83 Broadway, 2<sup>nd</sup> Floor  
Newburgh, New York 12550

If to Subrecipient

Safe Harbors of the Hudson, Inc.  
[attn.: \_\_\_\_\_]  
111 Broadway  
Newburgh, New York 12550

## SECTION XVII MISCELLANEOUS

1. No changes may be made to this Agreement without written consent/amendment by the City.
2. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law.
3. This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.
4. Subrecipient has read, acknowledged, and agreed to the terms in this Agreement, and any exhibits annexed hereto, which are all incorporated by reference. Should any term(s) in the main body of this Agreement be inconsistent with any term(s) required by Grantor, the term(s) required by Grantor shall control and prevail.

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[Signature page to follow]

Signature Page

Orange County Municipal Tourism Grant

[City of Newburgh / Safe Harbors of the Hudson, Inc.]

---

IN WITNESS WHEREOF, Subrecipient and the City have executed this Agreement the day and year herein mentioned.

DATED: \_\_\_\_\_, 2023

CITY OF NEWBURGH

By: \_\_\_\_\_

Name: Todd Venning

Title: City Manager

DATED: \_\_\_\_\_, 2023

SAFE HARBORS OF THE HUDSON, INC.

By: \_\_\_\_\_

Name:

Title:

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF ORANGE     )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF ORANGE     )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

### **EXHIBIT A – SCOPE OF WORK**

Subgrantee will apply the subaward to promote tourism related events/activities or marketing related initiatives associated with community events organized and/or sponsored by Safe Harbors

of the Hudson, Inc. that will ultimately lead to the increased awareness of the events/activities and visitation to the City of Newburgh and Orange County during the summer of 2023. Eligible expenses may include but are not limited to, advertising and promotion expenses and the enhancement of signage for such events/activities.

Subgrantee will submit to the City an itemized statement of costs and expenditures paid from the subaward in such form and supported by such documents as the City may reasonably require by October 30, 2023.

DRAFT



RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT EXTENSION WITH THE  
COUNTY OF ORANGE AS PART OF THE FY 2018 STATE LAW ENFORCEMENT  
TERRORISM PREVENTION PROGRAM, DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY SERVICES TO PROVIDE  
THE NEWBURGH POLICE DEPARTMENT WITH ONE WHITE ENCLOSED TRAILER  
AND TWO CAN-AM OUTLANDER XT**

**WHEREAS**, by Resolution No. 220-2022 of September 12, 2022, the City Council approved an Inter-Municipal Agreement with the County of Orange as part of the FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services (DHSES) Project OC LE18-1048-D04 for the purchase and assignment to the City of Newburgh Police Department of White Enclosed Trailer 8 x 18 and two (2) Can-Am Outlander XT; and

**WHEREAS**, the term of the Agreement and funding covered the period of September 1, 2022 and through May 31, 2023; and

**WHEREAS**, supply chain issues have delayed the manufacture and delivery of the second Can-Am Outlander XT to the City of Newburgh and extending the term of the Agreement to December 31, 2023; and

**WHEREAS**, this Council has reviewed the attached First Amendment and Extension of the Inter-Municipal Agreement and determined it to be in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to execute the attached First Amendment and Extension of the Inter-Municipal Agreement between the County of Orange and the City of Newburgh as part of the FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services.

RESOLUTION NO. 230 - 2022

OF

SEPTEMBER 12, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE  
COUNTY OF ORANGE AS PART OF THE FY 2018 STATE LAW ENFORCEMENT  
TERRORISM PREVENTION PROGRAM, DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY SERVICES TO PROVIDE  
THE NEWBURGH POLICE DEPARTMENT WITH ONE WHITE ENCLOSED TRAILER  
AND TWO CANAM OUTLANDER XT

WHEREAS, the City of Newburgh wishes to enter into an Inter-Municipal Agreement with the County of Orange as part of the FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services (DHSES) Project OC LE18-1048-D04; and

WHEREAS, the County will be purchasing and assigning to the City of Newburgh Police Department a White Enclosed Trailer 8 x 18 and two (2) Can-Am Outlander XT; and

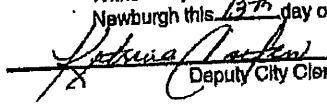
WHEREAS, the term of the Agreement and funding will cover the period of September 1, 2022 and through May 31, 2023; and

WHEREAS, this Council has reviewed the attached Inter-Municipal Agreement and determined it to be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to execute the attached Inter-Municipal Agreement between the County of Orange and the City of Newburgh as part of the FY 2018 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/13/22 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 13<sup>th</sup> day of Sept. 20 22

  
Deputy City Clerk

## Medina, Belissa

---

**From:** Geraci, Anthony  
**Sent:** Monday, June 5, 2023 9:15 AM  
**To:** Medina, Belissa  
**Subject:** Fwd: 1st amendment v2.pdf  
**Attachments:** 1st amendment v2.pdf

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**From:** Cluney, William <WCluney@orangecountygov.com>  
**Sent:** Monday, June 5, 2023 8:36:18 AM  
**To:** Rola, Brandon <BRola@cityofnewburgh-ny.gov>; Lahar, Christopher <CLahar@cityofnewburgh-ny.gov>  
**Cc:** Geraci, Anthony <AGeraci@cityofnewburgh-ny.gov>  
**Subject:** 1st amendment v2.pdf

Good morning gentlemen,

In the spirit of continued cooperation between the City of Newburgh and the County, attached is an amendment to extend the operation period of the original agreement entered by the City and the County.

As you are probably aware, supply-chain issues are abundant in procuring a lot of goods as of now, and the procurement of this machine is no different.

We need to have this extension signed by an authorized representative, with a resolution from the City Council ratifying their authority.

Any questions, please reach out to me.

Respectfully,

Sgt. Cluney

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

**FIRST AMENDMENT AND EXTENSION OF  
INTER-MUNICIPAL AGREEMENT**

***THIS FIRST AMENDMENT AND EXTENSION OF INTER-MUNICIPAL AGREEMENT***, is effective as of May 31, 2023 ("First Amendment") and hereby extends the term of that certain INTER-MUNICIPAL AGREEMENT ("Agreement"), dated the 1<sup>st</sup> day of September, 2022, by and between the **COUNTY OF ORANGE**, a municipal corporation, by and through the Office of the Orange County Sheriff, with principal offices at 255-275 Main Street, Goshen, New York 10924 ("COUNTY") and the **CITY OF NEWBURGH**, a municipality within the State of New York, with principal offices at 83 Broadway, City Hall Newburgh New York 12550, by and through its Police Department ("MUNICIPALITY"). COUNTY and MUNICIPALITY are collectively referred to as the "Parties."

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. **EXTENSION OF TERM OF AGREEMENT.** Due to supply chain issues causing a delay in obtaining part of the Equipment (as such term is defined in Article 1 of the Agreement) for delivery by COUNTY to MUNICIPALITY, the Parties hereby extend the term of the Agreement to December 31, 2023.
2. **INTEGRATION.** Except as expressly amended in this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

***IN WITNESS WHEREOF***, the Parties hereto have executed this First Amendment as of the date first above written.

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
Name: Stefan (Steven) M. Neuhaus  
Title: County Executive  
Date: \_\_\_\_\_

**MUNICIPALITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_-2023

OF

JULY 10, 2023

**A RESOLUTION AMENDING THE 2023 PERSONNEL ANALYSIS BOOK  
TO ADD FOUR (4) POLICE OFFICER POSITIONS ON A TEMPORARY BASIS  
IN THE CITY OF NEWBURGH POLICE DEPARTMENT**

**WHEREAS**, the Police Department has advised the City Manager of the retirement of 4 police officers and has requested to add 4 temporary police officer positions in the department in order to maintain authorized strength and to accommodate the start of the next Policy Academy; and

**WHEREAS**, the City Council has determined that adding 4 Police Officer position on a temporary basis in the Police Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2023 be amended, and that there be and hereby are created four (4) additional positions on a temporary basis in the position of “Police Officer” in the Police Department.

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND MARIA FERNANDA DIEZ  
FOR PROJECT MANAGEMENT SERVICES  
RELATED TO THE ART-BIZ SUMMER SERIES OF 2023**

**WHEREAS**, the City Council of the City of Newburgh adopted Ordinance No. 10 of 2005 which added new Chapter 14 of the City Code of Ordinances entitled Arts Programs and created the City of Newburgh Arts and Cultural Commission; and

**WHEREAS**, it is a goal of the Arts and Cultural Commission to create expanded educational opportunities to all persons, and to young persons in particular, to learn about the arts; and

**WHEREAS**, the Arts and Cultural Commission created the Art-Biz summer program to engage youth and their families in activities that can lead to viable creative career paths by providing a series of free classes for youth focusing on providing exposure to career paths and career opportunities in arts and culture; and

**WHEREAS**, spanning a variety of artistic media, including visual art, performance, and hand-crafts, as well as other forms of cultural production such as writing, gardening, and culinary arts, Art-Biz will be taught by Newburgh artists, makers, and other creative professionals; and

**WHEREAS**, Maria Fernanda Diez submitted an application and is qualified to provide project management services to the City of Newburgh to administer the Art-Biz summer program; and

**WHEREAS**, the costs of these services will not exceed \$3,750.00 and will be derived from A.8043.0455; and

**WHEREAS**, this Council has determined that entering into an agreement for such services is in the best interest of the City of Newburgh;

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with Maria Fernanda Diez at cost not to exceed \$3,750.00 for project management services related to the 2023 Art-Biz program.



# AGREEMENT FOR VENDOR SERVICES

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of July \_\_\_\_, 2023, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Maria Fernanda Diez, an individual with principal offices at 1022 Amicalola Ct., Griffin GA 30223 hereinafter referred to as “**VENDOR**.”

## ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”). In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR’s permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such

intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY’s rights regarding same for any purpose outside the scope of the Project and its implementation.

## ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 17, 2023, and ending November 30, 2023.

## ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant’s Certification form. If the Claimant’s Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY’S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of **\$3,750.00** has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization

of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

#### **ARTICLE 4. EXECUTORY CLAUSE**

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

#### **ARTICLE 5. PROCUREMENT OF AGREEMENT**

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This

remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

## **ARTICLE 7. FAIR PRACTICES**

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

## **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means

and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

## **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

#### **ARTICLE 10. BOOKS AND RECORDS**

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

#### **ARTICLE 11. RETENTION OF RECORDS**

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic

inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

#### **ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall

not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of

the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF CITY PROPERTY**

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation,

reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### **ARTICLE 16. CONFIDENTIAL INFORMATION**

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

#### **ARTICLE 17. TERMINATION**

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any

unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 18. GENERAL RELEASE**

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.



#### **ARTICLE 19. SET-OFF RIGHTS**

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

#### **ARTICLE 20. DISPUTE RESOLUTION**

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

#### **ARTICLE 21. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

#### **ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES**

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an

actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 23. ENTIRE AGREEMENT**

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

#### **ARTICLE 24. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: \_\_\_\_\_  
TODD VENNING  
CITY MANAGER

BY: \_\_\_\_\_  
MARIA FERNANDA DIEZ  
TITLE: ArtBizProject Manager

Per Resolution No.:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Kelson  
Corporation Counsel

\_\_\_\_\_  
Janice Gaston  
City Comptroller

## SCHEDULE A

### SCOPE OF SERVICES

#### **Deliverables:**

- Manage selection and hiring of Art Biz instructors including the open call, application management and applicant communications
- Work with Art-Biz instructors to complete all contracts and documentation required by the City of Newburgh
- Support Art-Biz instructors in the creation of lesson plans and supply lists
- Schedule instructors for class dates
- Coordinate with Common Grounds Farm to schedule Art-Biz programming
- Manage advertising and outreach for Art-Biz classes
- Be present for 8 consecutive Art-Biz Classes September through October
- Attend monthly NACC meetings to provide updates on the project.
- Support instructors with day-of event needs
- Adhere to all City and Common Grounds Market Safety protocols as provided by NACC
- Keep track of class attendance
- Report weekly to NACC Art-Biz Taskforce throughout duration of the project
- Ensure that the project is delivered within scope and budget
- Create and maintain comprehensive project documentation
- Prepare a close out report at end of project

#### **Timeline:**

Draft Instructor Open Call on or before August 1, 2023;

Submit close out report no later than 30 days after final Art-Biz Class

## **SCHEDULE B**

### **FEES AND EXPENSES**

The Vendor will be compensated at \$25 per hour, total cost not to exceed \$3,750.

# **Art-Biz**

## **at Common Grounds Farm - Safe Harbors Green**

A proposal by the Newburgh Arts & Cultural Commission

### **OVERVIEW**

#### **Description**

Art-Biz is a series of free classes for youth focusing on providing exposure to career paths and career opportunities in arts and culture. Spanning a variety of artistic media, including visual art, performance, and hand-crafts, as well as other forms of cultural production such as writing, gardening, and culinary arts, Art-Biz will be taught by Newburgh artists, makers, and other creative professionals. The goal of Art-Biz is to engage youth and their families in activities that can lead to viable creative career paths and to provide paid opportunities for our artistic community in line with the City of Newburgh, NY Code S14-1 (B) (6) To create expanded educational opportunities to all persons, and to young persons in particular, to offer learning about the arts, and to expand the use of the arts and artists in providing education to all persons and (7) To inspire youth to become aware of and involved with the arts and the role of art in their lives and in the life of the City of Newburgh; and to provide youth with opportunities to learn about and participate in the arts and arts-related projects, thereby enriching their own experience and enhancing their ability to contribute to the enrichment of their community.

#### **Principle Organizer**

This program is being organized and offered by the Newburgh Arts & Cultural Commission (NACC) in furtherance of our Mission statement to advise and make recommendations to the City government and its agencies on issues related to the development of art and culture and to insure public funding for the arts and arts education; to promote arts and culture as an integral part of community life; to foster a creative environment reflective of the multicultural nature of the City of Newburgh and to guarantee equal access to the arts; to enhance access to, appreciation of and participation in the arts for all persons, including youth in particular; to provide more educational opportunities for all persons to learn about the arts, and to increase the role played by the arts in education in all its forms.

#### **Timeline**

Eight Saturdays, Summer-Fall of 2023

#### **Goals for Newburgh Community**

Art-Biz is designed to serve the community in a two-fold capacity:

First: To provide art and cultural classes to Newburgh youth in order to engage their creativity, develop tactile skills and expose them to working artists and makers and the art and culture as a viable and fulfilling career path.

Second:

To develop an environment that enables arts and cultural groups to flourish with adequate work, performance, and exhibition space and economic opportunities for artists of all disciplines; to encourage artists to become more involved in community and public-based institutions and projects; and to engage artists representing a wide range of the arts, including but not limited to visual arts (painting, drawing, and design); handcrafted arts (pottery, sewing, weaving); auditory arts (songwriting, instrument making, singing, and spoken word); performance and movement arts (dance, yoga, martial arts); written arts (poetry, short story writing); culinary arts (cooking, foraging, and gardening); and more.

## **PROJECT DETAILS**

Public arts and cultural classes for youth will be held at the Common Grounds Farmers Market at Safe Harbors Green for 8 consecutive Saturdays during the Summer/Fall of 2023. Classes will be tailored to youth ages 14-18 depending on the skill level required for the specific class.

A project manager will be selected in the month of May/June. The Project Manager will be employed from June through October to oversee the project, coordinate with artist-instructors and oversee each class.

Class curriculum will be developed by individual artists. We will invite proposals from local artists and hold a selection process to determine viable classes. Classes will be advertised to the local community through social media outlets, flyering, posters, and sign-up sheets at the Common Grounds Market.

### **Classes**

- 1 class per Saturday from 11am-1pm
- Each class will be 2 hours in duration
- Each class will have a max of 14 students with a waiting list for any additional students. Students will be contacted by the Project Manager via email to confirm their enrollment.
- All art supplies will be provided by NACC
- Registration for classes will be available on the NACC website or in person at the market. Drop-ins are welcome if classes are not full.
- All parents/guardians must sign a release and provide contact information
- Classes will be shaped by instructors' proposals; instructors' specialties will drive the programming and all work must be completed during the session.
- The Project Manager and a commission member will be present at each class for support, which includes logistics, ensuring safety protocols are followed, registering drop-ins or for future classes, fielding questions, and any other support needed.
- Students will take home their creations when they're finished.

### **Instructor + Class Selection**

- An open call for proposals will be held during the month of May-June
- The open call is open to all residents of Newburgh and the greater Newburgh community
- We encourage applicants of different backgrounds, experiences, and disciplines to apply including artists, teachers, students, writers, scientists, gardeners, chefs, makers, musicians, and more.
- Applicants will be ranked by the Art Biz Task Force and presented to NACC for approval at the June NACC meeting. Selected artists will be contacted by the end of June.
- Artist will be paid \$400 total for the day and up to \$300 in materials will be provided by the Newburgh Arts & Cultural Commission



### **Budget breakdown**

Common Ground Farm fee = **\$400 (\$25 per date)**

\$400 x 8 artist fee = **\$3200**

Materials stipends: **\$2400 (\$300 x 8 artists)**

Signage (banner,sandwich board): **\$200**

Water / Sanitizer and wipes: **\$50**

Advertising *Hudson Valley Parent*/ *radio spots* / *social media boosting* /Hudson Valley Parent magazine:  
digital banners/flyers/postcard **\$500**

Project Manager **\$3750**

**TOTAL: \$10,500**

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGR TO ENTER INTO AN  
AGREEMENT WITH JARA CONSULTING, LLC TO PROVIDE PROFESSIONAL  
MEETING FACILITATION AND RELATED SERVICES IN CONNECTION WITH  
THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION'S  
HUMAN RIGHTS HEROES ROUNDTABLE EVENT FOR 2023**

**WHEREAS**, by Resolution No. 289-2022 of November 28, 2022, the City of Newburgh designated December 10<sup>th</sup> as Human Rights Day; and

**WHEREAS**, the Human Rights Commission annually recognizes City of Newburgh Human Rights Heroes in commemoration of Human Rights Day; and

**WHEREAS**, the Human Rights Heroes provide leadership in various human rights sectors within the City of Newburgh including Housing, Education, Environmental Justice, Immigration, Employment, and Gender/Sexuality rights; and

**WHEREAS**, the Human Rights Commission has determined that holding a Human Rights Heroes Roundtable will further its objectives to address the social ills of discrimination, inequity and injustice experienced in the various human rights sectors; and

**WHEREAS**, JaRa Consulting, LLC proposed to provide professional meeting facilitation services to the City of Newburgh to facilitate and support the Human Rights Heroes Roundtable event; and

**WHEREAS**, the cost for these services will not exceed \$1,600.00 and will be derived from budget line A.8039.0448; and

**WHEREAS**, this Council has determined that entering into this agreement is in the best interest of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the agreement with JaRa Consulting, LLC at cost not to exceed \$1,600.00 for meeting facilitation services related to the Human Rights Heroes Roundtable event.

## AGREEMENT FOR VENDOR SERVICES

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and JaRa Consulting, LLC, a limited liability company with a mailing address at P.O. Box 4333, Kingston, NY 12402-4333 hereinafter referred to as “**VENDOR**.”

### ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”). In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR’s permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such

intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY’s rights regarding same for any purpose outside the scope of the Project and its implementation.

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 12, 2023, and ending September 30, 2023.

### ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant’s Certification form. If the Claimant’s Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY’S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$1,600.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization

of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

#### **ARTICLE 4. EXECUTORY CLAUSE**

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

#### **ARTICLE 5. PROCUREMENT OF AGREEMENT**

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This

remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

## ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

## ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means

and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

## ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

#### **ARTICLE 10. BOOKS AND RECORDS**

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

#### **ARTICLE 11. RETENTION OF RECORDS**

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic

inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

#### **ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall

not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of

the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF CITY PROPERTY**

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation,



reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### **ARTICLE 16. CONFIDENTIAL INFORMATION**

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

#### **ARTICLE 17. TERMINATION**

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any

unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 18. GENERAL RELEASE**

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

#### **ARTICLE 19. SET-OFF RIGHTS**

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

#### **ARTICLE 20. DISPUTE RESOLUTION**

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

#### **ARTICLE 21. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

#### **ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES**

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an

actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 23. ENTIRE AGREEMENT**

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

#### **ARTICLE 24. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR- JARA CONSULTING LLC

BY: \_\_\_\_\_  
TODD VENNING  
CITY MANAGER

BY: \_\_\_\_\_  
JAMES B. CHILDS  
TITLE: PRESIDENT

Per Resolution No.:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Kelson  
Corporation Counsel

\_\_\_\_\_  
Janice Gaston  
City Comptroller

## SCHEDULE A

### SCOPE OF SERVICES

#### Deliverables:

1. Roundtable preparation:
  - Support the roundtable organizers through methodological advice to achieve the desired results;
  - Become familiar with the topics of the roundtable by studying roundtable-related background material as well as all the Heroes;
  - Become familiarized with the Heroes and categories of the community stakeholders participants by studying background material provided and provide feedback on them to roundtable participants and organizers;
2. Roundtable implementation:
  - Facilitate the workshop of up to 40 participants and consisting mostly of group discussions (not presentations, I don't think). In the course of doing so, the facilitator will ensure group dynamics, succinct summaries, focused learning and excellent time management.
  - As part of roundtable implementation, he will encourage critical discussion aimed at enabling participants to seek out ways in which the ideas presented by the heroes can be adapted to their category circumstances;
  - Using appropriate techniques to present and document the results;
  - Engage in preparation and feedback discussions with the organizers.
3. Workshop follow-up:
  - Prepare a summary report on the roundtable including all results (highlighting key-results), the roundtable-flow and dynamics, the complete roundtable contents and lessons learned in a concise manner. It is intended that this document should form reference material for future adaption of the ideas and approaches covered in the roundtable event.

#### Timeline:

- Facilitate Human Rights Heroes Roundtable, Saturday, July 29, 2023;
- Submit Roundtable summary report September 1, 2023;

## **SCHEDULE B**

### **FEES AND EXPENSES**

The Vendor will be compensated in a lump sum payment of \$1,600.00 upon completion of the services defined in Schedule "A".

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
URGING GOVERNOR HOCHUL TO SIGN A7208/ S6893  
DECOMMISSIONING NUCLEAR PLANT DISCHARGES INTO THE HUDSON RIVER**

**WHEREAS**, Holtech International, the company decommissioning the Indian Point nuclear power plant, announced its intention to release water from onsite radioactive fuel waste pools into the Hudson River; and

**WHEREAS**, to date there has been no specific reporting of the radionuclide contents of this water which is heavily contaminated from the storage of the nuclear fuel waste; and

**WHEREAS**, pre-release filtration to remove these isotopes has been presented as a solution to reduce the content of these carcinogenic contaminants to a level “as low as reasonably achievable;” and

**WHEREAS**, the National Academy of Science has indicated that there is no verifiable safe level of these isotopes when they are ingested or inhaled and such pre-release treatment would not remove tritium, also carcinogenic, from the water; and

**WHEREAS**, tritium has a half-life of only 12.3 years, and therefore the contaminated water can be reasonably stored in enclosed tanks on site without interfering with the decommissioning of the waste pools, affording time to study alternative waste solutions or uses for the tritium; and

**WHEREAS**, any contaminants in the Hudson River present the risk of entering the food chain and endangers a source of recreational and economic activities; and

**WHEREAS**, the City of Newburgh, New York is part of the most densely populated and economically important regions in the country and the proposed discharge of radioactive water presents a huge threat to the economic vitality of the City of Newburgh and the surrounding communities and industries reliant on a clean and healthy Hudson River; and

**WHEREAS**, the perception of a polluted Hudson has the potential to devastate home values in the area, and deter both locals and visitors from partaking in the growing tourism and recreation scene of the Hudson Valley; and

**WHEREAS**, the New York State Legislature passed A7208/S-6893 which prohibits the dumping of radioactive waste from decommissioning nuclear plants into the Hudson River;

**NOW THEREFORE BE IT RESOLVED**, that the City of Newburgh opposes the plan to release over a million gallons of contaminated water from the Indian Point Nuclear Power Plant site into the Hudson River; and

**BE IT FURTHER RESOLVED**, that the City of Newburgh urges Governor Hochul to sign A7208/S6893 with due haste before Holtech International acts on its plan to dump more than one million gallons of toxic radioactive waste from the decommissioning Indian Point nuclear plant into the Hudson River during the summer of 2023; and

**BE IT FURTHER RESOLVED**, that the City Clerk, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to the following individuals and agencies:

Governor Kathy Hochul and Executive Staff – John OLeary and Emma Muirhead

EPA Region 2, Lisa F. Garcia Director

NYS Department of Environmental Conservation Region 3, Kelly Turturro, Regional Director

NYS Department of Health, Dr. James V. McDonald, Acting Commissioner

NYS Department of Health, Center for Environmental Health, Gary Ginsberg, PhD, Director

US Senator Charles E. Schumer

US Senator Kirsten Gillibrand

NYS Decommissioning Oversight Board, Thomas Congdon, Chair

Westchester County Board of Legislators – Lisa Hochman, Legislative Counsel

Assembly Member Jonathan Jacobson

Senator Robert Rolison



# STATE OF NEW YORK

6893

2023-2024 Regular Sessions

## IN SENATE

May 15, 2023

Introduced by Sen. HARCKHAM -- read twice and ordered printed, and when printed to be committed to the Committee on Environmental Conservation

AN ACT to amend the environmental conservation law, in relation to decommissioning nuclear power plant discharges into the Hudson River

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The environmental conservation law is amended by adding a  
2 new article 30 to read as follows:

### ARTICLE 30

#### DECOMMISSIONING NUCLEAR POWER PLANT DISCHARGES INTO THE HUDSON RIVER

##### Section 30-0101. Legislative findings.

##### 30-0103. Unlawful discharges.

##### § 30-101. Legislative findings.

3  
4  
5  
6  
7  
8 1. The legislature finds that while the energy and economic output  
9 generated by nuclear power plants are beneficial to the state and its  
10 residents, discharges into waters of the state of radiological agents  
11 from nuclear power plants have various adverse and substantial economic  
12 impacts on the state and its residents.

13 2. The legislature further finds that communities with interests in  
14 the Hudson River are concerned with the economic impacts on local real  
15 estate values and economic development with respect to the discharge of  
16 waste from nuclear power plants into waters of the state during plant  
17 decommissioning, which effect is no longer balanced by countervailing  
18 economic benefits of the plant to those communities that the plant  
19 provided during operation.

20 3. The legislature further finds that other methods of managing waste  
21 from decommissioning nuclear power plants are available and would not  
22 result in the same economic impacts.

23 4. The legislature therefore finds and declares that it is the duty of  
24 the state to act to preserve the economic vitality of affected communi-  
25 ties.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

LBD11357-03-3

1 § 30-0103. Unlawful discharges.

2 To the extent not subject to preemption by federal law, and notwith-  
3 standing any other state or local law, rule, or regulation to the  
4 contrary, it shall be unlawful to discharge any radiological substance  
5 into the Hudson River in connection with the decommissioning of a nucle-  
6 ar power plant.

7 § 2. Article 71 of the environmental conservation law is amended by  
8 adding a new title 28 to read as follows:

9 TITLE 28

10 ENFORCEMENT OF ARTICLE 30

11 Section 71-2801. Applicability of title.

12 71-2803. Penalties.

13 71-2805. Attorney general enforcement.

14 § 71-2801. Applicability of title.

15 In addition to the provisions of sections 71-0101 and 71-0301 of this  
16 article, the provisions of this title shall be applicable to the  
17 enforcement of article 30 of this chapter and to this title.

18 § 71-2803. Penalties.

19 Any person who violates section 30-0103 of this chapter shall be  
20 liable for a civil penalty not to exceed thirty-seven thousand five  
21 hundred dollars for the first day of the violation, not to exceed seven-  
22 ty-five thousand dollars for the second day of the violation, and not to  
23 exceed one hundred fifty thousand dollars per violation thereafter. For  
24 purposes of this section, each day in which a violation occurs shall be  
25 considered a separate violation.

26 § 71-2805. Attorney general enforcement.

27 The penalties provided by section 71-2803 of this title shall be  
28 recoverable in an action brought by the attorney general.

29 § 3. Severability. The provisions of this act shall be severable and  
30 if any portion thereof or the applicability thereof to any person or  
31 circumstances shall be held invalid, the remainder of this act and the  
32 application thereof shall not be affected thereby.

33 § 4. This act shall take effect immediately.

RESOLUTION NO.: \_\_\_\_\_ - 2023

OF

JULY 10, 2023

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND NY PHC LLC  
FOR CONSULTING ARBORIST SERVICES**

**WHEREAS**, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled “Conservation Advisory Council”; and

**WHEREAS**, the Conservation Advisory Council is authorized to advise and make recommendations for the planting of new trees, pruning and removal of trees, the type and kind of trees to be planted and to implement a Tree Maintenance Program; and

**WHEREAS**, the City of Newburgh issued Request for Proposals #9.23 for consulting arborist services to direct the planting, cultivation, pruning, and maintenance of trees including pest management of the City of Newburgh Urban Forest; and

**WHEREAS**, NY PHC LLC, by David P. Eylers, owner, submitted a proposal to provide consulting arborist service to the City of Newburgh and is qualified to support the City of Newburgh Community Forest Management Plan; and

**WHEREAS**, the costs of these services will not exceed \$25,000.00 and will be derived from A.7129.0455; and

**WHEREAS**, this Council has determined that entering into this agreement is in the best interest of the City of Newburgh;

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with NY PHC LLC at cost not to exceed \$25,000.00 for consulting arborist services to the City of Newburgh Community Forest Management Plan.

# AGREEMENT FOR VENDOR SERVICES

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and NY PHC LLC, a business with principal offices at 173 Prospect Street, Newburgh NY 12550 hereinafter referred to as “**VENDOR**.”

## ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”). In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR’s permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such

intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY’s rights regarding same for any purpose outside the scope of the Project and its implementation.

## ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 17, 2023, and ending December 31, 2023.

## ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant’s Certification form. If the Claimant’s Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY’S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$25,000.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization

of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

#### **ARTICLE 4. EXECUTORY CLAUSE**

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

#### **ARTICLE 5. PROCUREMENT OF AGREEMENT**

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This

remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

## **ARTICLE 7. FAIR PRACTICES**

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

## **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means

and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

## **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

#### **ARTICLE 10. BOOKS AND RECORDS**

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

#### **ARTICLE 11. RETENTION OF RECORDS**

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic

inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

#### **ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall



not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of

the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF CITY PROPERTY**

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation,

reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### **ARTICLE 16. CONFIDENTIAL INFORMATION**

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

#### **ARTICLE 17. TERMINATION**

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any

unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 18. GENERAL RELEASE**

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

#### **ARTICLE 19. SET-OFF RIGHTS**

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

#### **ARTICLE 20. DISPUTE RESOLUTION**

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

#### **ARTICLE 21. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

#### **ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES**

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an

actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 23. ENTIRE AGREEMENT**

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

#### **ARTICLE 24. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

NY PHC LLC

BY: \_\_\_\_\_  
TODD VENNING  
CITY MANAGER

BY: \_\_\_\_\_  
DAVID EYLER  
TITLE: OWNER

Per Resolution No.:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Kelson  
Corporation Counsel

\_\_\_\_\_  
Janice Gaston  
City Comptroller

## SCHEDULE A

### SCOPE OF SERVICES

1. Assist in the implementation and updating of the City's Tree Management Plan.
2. Aid the City in determining what type of trees and where trees should be planted on City property.
3. Review tree survey plans, and landscape plans associated with permit applications that require CAC review of new and redevelopment of properties, including tree pits, rain gardens, and bioswales.
4. Review and approve or deny applications for removal of trees in accordance with the City of Newburgh ordinance on preservation of trees.
5. Conduct site visits to perform tree health and safety inspections, survey evaluations, and tree risk assessments of existing trees at the City/CAC's request, as needed, and provide report of each review and site visit.
6. Help the City to determine what trees are dangerous and should be removed. Determine if trees have a disease and what steps can be taken to cure the disease.
7. Manage Emerald Ash Borer infestation with chemical treatment.
8. Upon request, attend monthly CAC meetings to advise members.
9. Work with staff liaison to the CAC to review plans and prepare for monthly public meetings.
10. Preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is managed on a case-by-case basis.
11. Update and maintain Tree Inventory using TreeKeeper.
12. Assist the City/CAC with other duties that are requested, related to tree protection and management.
13. Consultant Arborist shall be required to submit an invoice on the 25 <sup>th</sup> day of the month. The invoice format shall include but not be limited to a list of each street that tree care operations and or investigation took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

#### **Timeline:**

Kick-off planning meeting with the CAC and City Staff to be held within 10 days of agreement execution.

## **SCHEDULE B**

### **FEES AND EXPENSES**

The Vendor will be paid on a monthly basis at an hourly rate of \$100.00 per hour.

**Request for Proposal #9.23 for  
City of Newburgh, New York - Consulting Arborist  
(Including Qualifications, Certifications, and Quotation)**

**Proposal Submission Date:**

**June 9, 2023**

**Purpose**

The City of Newburgh is located approximately sixty miles north of New York City on the West side of the Hudson River, in Orange County New York. Newburgh is a small, densely populated city with a population of 28,834 (U.S. Census, 2021) people and covering a surface area of 3.5 square miles that is bounded by the Town of Newburgh to the north and west, the Hudson River on the east and the Town of New Windsor to the south.

The City of Newburgh's existing urban forest includes trees, stumps, and planting sites in public rights-of-way, parks and specified public areas. In our most recent inventory, a total of 8,037 sites were recorded: 4, 273 individual trees, 3381 planting sites, and 383 stumps. The overall condition of the inventoried tree population was assigned a rating of Fair.

The Consulting City Arborist will direct the planting, cultivation, pruning, and maintenance of trees including pest management. The selected arborist will work with the City of Newburgh Department of Public Works & the Conservation Advisory Council to perform this work.

This is an integral part of the Conservation Advisory Council's (CAC) Community Forest Management Plan.

**Qualifications:**

**The desired qualifications of the individual performing services under this RFP must include:**

1. Certified arborist with a minimum of 5 years of experience and a minimum of bachelor's degree from an accredited college or university in Urban Forestry or similar forestry major.
2. Current International Society of Arboriculture Certified Arborist Certification
3. Current International Society of Arboriculture Certified Tree Risk Assessment Qualifications (TRAQ)
4. Preferred Municipal Certified Urban Forester
5. Preferred OSHA Line Certified



**Has a thorough technical understanding of:**

1. Tree identification including common and botanical names
2. Native trees to City of Newburgh, Orange County, NY
3. Tree physiology including the function and parts of trees and their relationships
4. Proper tree planting procedures and theories
5. Soil characteristics, including factors such as fertilizer, lime, soil components, pH and soil organisms that affect the health of trees (familiar with Structural Soil(s))
6. General tree maintenance, including insect and disease identification and both chemical and non-chemical control
7. Structure repairs, such as cabling, bracing, bark tracing, root aeration
8. Proper pruning methods and theories including Basic Young Trees
9. Root protection zones
10. American National Standard (ANSI) A300 and ISA Best Management Practices (BMP)

**Other:**

1. Must be familiar with urban settings, including hardscape infrastructure/Urban Forest Management.
2. Ability to prepare routine reports and correspondence in a timely manner.
3. Familiar with the City's Approved Street Tree List.

**Scope of Services**

**Proposals are being sought to include, at a minimum, the following services. The Scope of Services is not necessarily all-inclusive, and the City may add any additional tasks or services related to tree management as needed.**

1. Assist in the implementation and updating of the City's Tree Management Plan.
2. Aid the City in determining what type of trees and where trees should be planted on City property.
3. Review tree survey plans, and landscape plans associated with permit applications that require CAC review of new and redevelopment of properties, including tree pits, rain gardens, and bioswales.
4. Review and approve or deny applications for removal of trees in accordance with the City of Newburgh ordinance on preservation of trees.
5. Conduct site visits to perform tree health and safety inspections, survey evaluations, and tree risk assessments of existing trees at the City/CAC's request, as needed, and provide report of each review and site visit.
6. Help the City to determine what trees are dangerous and should be removed. Determine if trees have a disease and what steps can be taken to cure the disease.
7. Manage Emerald Ash Borer infestation with chemical treatment.
8. Upon request, attend monthly CAC meetings to advise members.
9. Work with staff liaison to the CAC to review plans and prepare for monthly public meetings.
10. Preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and

site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is managed on a case-by-case basis.
11. Update and maintain Tree Inventory using TreeKeeper.
12. Assist the City/CAC with other duties that are requested, related to tree protection and management.
13. Consultant Arborist shall be required to submit an invoice monthly. The invoice format shall include but not be limited to a list of each street that tree care operations and or investigation took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

### **Content of Proposals**

1. Resume of the Consulting Arborist, detailing desired qualifications with evidence of certifications, not more than two pages,
2. Include a summary of the consultant's understanding of what is required, not more than two pages.
3. References: Three (3) similar clients served in the last 10 years, two (2) of which must have knowledge of the Consultant's work as an arborist in a municipality. Please provide contact information for each.
4. Provide a work plan showcasing your comprehension of the scope of services, ability to perform the tasks in a timely fashion and your ability to be always available if necessary to accomplish the services.
5. Provide a cost proposal for the fee schedule of the Consultant to render the list of services identified in the Scope of Work. Pricing should be based on an hourly rate. Travel costs from the Consultant location to the City of Newburgh should not be charged. Cost proposals shall be valid for the 2023 calendar year. Please provide a copy of a sample monthly invoice with details outlining work coverage in the invoice period in the appendix of the response proposal.

### **Additional Considerations**

All applicable local, State and Federal rules and regulations must be adhered to by the Consultant. Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

### **Project Steps/Timelines**

The Consulting Arborist Services term will run from approximately June 30, 2023, through December 31, 2023.

Step	Timeline
RFP Released	May 19, 2023
Question Answering Period	June 2, 2023
Deadline for submission of RFPs	June 9, 2023, by 4:00 p.m.
Conduct Bid Opening	June 12, 2023
Review and Tabulation of RFPs	June 19, 2023
Intent to Award and Contract Distribution	June 20, 2023
Fully Signed Contract	June 27, 2023
Project Start	June 30, 2023
Project Completion	December 31, 2023

### **Question Answering Period**

Please direct all questions and correspondence regarding this project, qualifications and/or certifications in writing to:

Marianne Marichal, [mamarichal@gmail.com](mailto:mamarichal@gmail.com)

Please direct all questions regarding the project quote and/or Accounts Payable in writing to:

Robert Van Vlack, Purchasing Agent, City of Newburgh, Comptroller's Office,

[RVanVlack@cityofnewburgh-ny.gov](mailto:RVanVlack@cityofnewburgh-ny.gov)

All questions must be received before 4 p.m., June 2, 2023. Questions received after that time will not be addressed.

Any additional information regarding this RFP would be found by visiting the Empire State Purchasing Group website at: [www.BidNetDirect.com/new-yor/city-of-newburgh](http://www.BidNetDirect.com/new-yor/city-of-newburgh).

### **Submission Instructions**

1. All respondents should carefully review the contents of this document. All the Requirements and Specifications in this document may become part of an agreement to be signed by the City of Newburgh and the successful respondent.
2. All proposals must be submitted by 4 p.m. on June 9, 2023.
3. Respondents must submit three hard copies and one digital copy (on a flash drive) of their proposal as outlined below. Faxed or electronic submissions will not be considered.
4. Submitted proposals must be sealed and marked "RFP#9.23 – Consulting Arborist"

Proposals must be submitted by mail or in person by 4:00 p.m. **on Friday, June 9, 2023**, to:

City of Newburgh  
City Hall, Office of the Comptroller  
Attn: Robert Van Vlack  
83 Broadway  
Newburgh, New York 12550

**Responses that miss the deadline will not be considered.**

## **Evaluation Criteria**

Each proposal will be evaluated based on the information submitted.

An evaluation of the responses contained in the previous section will serve as a basis for the selection of a Consulting Arborist best suited to meet the City's needs. This may or may not be the Consulting Arborist who offers the lowest fee or costs. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

Proposals received within the stated deadline and containing all required information will be evaluated using the following criteria:

<b>Evaluation</b>	<b>%</b>	<b>Description</b>
Qualifications Experience and References	<b>35%</b>	Proposer's professional qualifications and technical knowledge. Experience in providing arborist services in urban environments substantially similar to the City of Newburgh and references;
Technical Approach and Workplan Schedule	<b>25%</b>	Proposer's plan to accomplish scope of services. Ability to perform the task in a timely manner, including comprehension of what is required; and Ability to be always available to accomplish the services.
Pricing, fees & Costs Savings	<b>40%</b>	Cost competitiveness considering all the above factors

## **Contract Terms and Conditions**

Upon selection of a consultant, an agreement or contract for services shall be entered into by the City of Newburgh and the Contractor. It is expected that the contract will provide for compensation for actual work completed on a not to exceed basis. Standard terms and conditions can be found in Appendix A.

## **Terms and Conditions**

1. The City may, at its option, request more information from any or all of the prospective respondents and or interview prospective respondents as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.
2. The City reserves the right to amend its evaluation criteria at any point, at its sole discretion.
3. The City may terminate the RFQ process at any time for any reason.
4. The City reserves the right to reject any and/or all proposals.
5. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the respondent or representatives of said respondent, but will entertain such requests.
6. The issuance of the RFP does not obligate the City to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

7. This RFQ does not in any way commit the City to reimburse respondents for any costs associated with the preparation and submission of proposals including but not limited to proposal preparation, telephone interviews, subcontractor agreements and or final contract negotiations.
8. The proposal chosen will be one that represents the best value to the City. This may or may not be the lowest cost proposal.
9. Upon selection of a firm/consultant, an agreement or contract for services shall be entered into by the City of Newburgh and Consultant. It is expected that the contract will provide for compensation for actual work completed on an hourly basis. Standard terms and conditions can be found in Appendix A.
10. The Service Agreement/Contract may need the approval of the Newburgh City Council.

Attachments:

Community Forest Management Plan

Approved Newburgh Tree List

OF

JULY 10, 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
PRESENTING A KEY TO THE CITY AND  
DEDICATING LAKE DRIVE AS JEH V. JOHNSON WAY**

**WHEREAS**, Jeh V. Johnson was a path breaking Black Architect, who made significant contributions to the architecture profession and the City of Newburgh community; and

**WHEREAS**, Mr. Johnson was a graduate of Columbia University, earning a Bachelor of Arts degree in 1953 and a Master of Arts degree in architecture in 1958, and after being drafted into the Counter Intelligence Corp of the US Army in 1953 and serving until 1954, he was hired by Paul R. Williams as a designer in 1956; and

**WHEREAS**, In 1962, Mr. Johnson cofounded the Gindele and Johnson company and focused on designing single and multi-family housing and community centers, churches and schools and during the 1960s, he designed the Lake Street apartment complex in the City of Newburgh and was named a fellow of the American Institute of Architects in 1977, the profession's highest honor; and

**WHEREAS**, in addition to his professional work as an architect, Mr. Johnson accepted a faculty position in architecture and design at Vassar College in Poughkeepsie, NY and served on the faculty for 37 years and was appointed by President Lyndon Johnson to the National Commission on Urban Problems in 1967; and

**WHEREAS**, it is fitting and appropriate to honor and celebrate the achievements, contributions to the architecture profession and community work of a trailblazer such as Mr. Johnson;

**NOW, THEREFORE, BE IT RESOLVED**, in recognition of the contributions and service to the Newburgh community by Jeh V. Johnson, that Lake Drive be named and dedicated in his honor as Jeh V. Johnson Way; that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated with his family; and that a copy of this resolution be forwarded to them, with greatest respect, from the entire Newburgh City Council; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Newburgh hereby bestows upon the family of Jeh V. Johnson the ceremonial "Key to the City," representing this Council's respect, admiration and appreciation for his myriad of contributions to the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

**From:** [Mayor Torrance Harvey](#)  
**To:** [Venning, Todd](#); [Kelson, Michelle](#); [City Council](#); [Neppl, Michael](#); [Valentin, Maria](#)  
**Subject:** Street Naming  
**Date:** Tuesday, June 13, 2023 5:31:55 PM

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# Jeh V. Johnson

## MEMORANDUM

To: City Government Executive Staff & City Council

From: Mayor of the City of Newburgh

Subject: Late Jeh V. Johnson - Street Naming Ceremony Proposal

I am writing to bring attention to the late Jeh V. Johnson, a path breaking Black Architect who made significant contributions to the architecture profession and our community. Mr. Johnson, who was born on July 8, 1931 and reunited with the ancestors in 2021, was named a fellow of the American Institute of Architects in 1977, the profession's highest honor.

Mr. Johnson was a graduate of Columbia University, where he earned his A.B. degree in 1953 and his MA degree in architecture in 1958. After being drafted into the Counter Intelligence Corp of the US Army in 1953 and serving until 1954, he was hired by Paul R. Williams as a designer in 1956.

In 1962, Mr. Johnson cofounded the Gindele and Johnson company and focused on designing single and multi-family housing and community centers, churches and schools. During the 1960s, he designed the Lake Street apartment complex here in the city of Newburgh. He also designed a coupling other buildings here as well.

In addition to his professional work as an architect, Mr. Johnson accepted a faculty position in architecture and design at Vassar College in Poughkeepsie, NY. He served as faculty for 37 years and was appointed by President Lyndon Johnson to serve on the National Commission on Urban Problems in 1967.

It is important to recognize Mr. Johnson's contributions to the architecture profession and our community. As Mayor of the City of Newburgh, I believe that it is our responsibility to honor and celebrate the achievements of trailblazers like Mr. Johnson. Therefore, I recommend that the city council consider renaming Lake Drive the Jeh V. Johnson street or way after him to ensure that his legacy is remembered for generations to come.

It would also befitting if we give his wife & the former secretary of homeland security a key to our city as well.

Thank you for your attention to this matter.

<https://www.thehistorymakers.org/biography/jeh-v-johnson>

Sincerely,

Mayor Torrance Harvey

[Sent from Smallbiz Yahoo Mail for iPhone](#)



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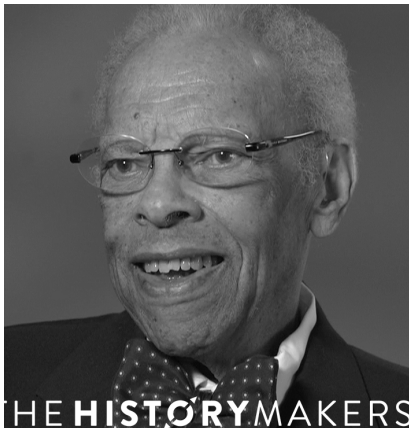


← BACK TO DIRECTORY



## JEH V. JOHNSON

### BIOGRAPHY



Professor and architect Jeh Vincent Johnson was born on July 8, 1931 in Nashville, Tennessee to Marie Antionette Burgette and Charles Spurgeon Johnson. He graduated from Pearl High School in Nashville, Tennessee in 1949. Johnson received his A.B. degree from Columbia University in New York in 1953 before being drafted to serve in the Counter Intelligence Corps of the U.S. Army until 1954. He then earned his M.A. degree in architecture in 1958 from Columbia University.

### INTERVIEW

April 8, 2019

### PROFESSION

Category: [EducationMakers](#)

In 1956, Johnson was hired by Paul R. Williams as a designer. After graduate school, he received the William Kinne Fellows Fellowship and traveled throughout Europe studying architecture. He later joined the architectural firm of Adams and Woodbridge Architects in 1958. In 1962, Johnson co-founded Gindele and Johnson, along with

Occupation(s): Professor  
Architect

## BIRTHPLACE

Born: July 8, 1931

Birth Location: Nashville,  
Tennessee

## FAVORITES

Favorite Color: Dark Blue

Favorite Food: Fresh Fruit

Favorite Time of Year: Spring

Favorite Vacation Spot: Martha's  
Vineyard

## FAVORITE QUOTE

"Goodness Gracious"

## SEE MAKER CONNECTIONS >

William Gindele, where the focus of their work was on single and multi-family housing, community centers, churches, and schools. Two years later, Johnson accepted a faculty position in architecture and design at Vassar College in Poughkeepsie, New York. In 1967, he was appointed by President Lyndon B. Johnson to serve on the National Commission on Urban Problems. He also served as chair of the National Committee on Housing for the American Institute of Architects (AIA). In Detroit in 1971, Johnson co-founded the National Organization of Minority Architects along with several fellow members of AIA. In 1977, he was elected to the AIA's college of fellows. Johnson later served as partner at the architectural and design firm of LeGendre, Johnson, McNeil Architects from 1980 to 1990. Johnson's many architectural projects include the former Poughkeepsie Day School building, the Susan Stein Shiva Theater, the Poughkeepsie Catharine Street Center and Library, and the ALANA Center on the Vassar College campus. He retired from Vassar College in 2001 after thirty-seven years of teaching.

In 1997, Johnson was awarded a special citation from the New York chapter of the AIA for his advocacy on behalf of equal opportunity and housing issues.

Johnson and his wife, Norma Edelin Johnson, have two adult children, Jeh Charles Johnson and Marguerite Marie Johnson.

Jeh Vincent Johnson was interviewed by *The HistoryMakers* on April 8, 2019.

Johnson passed away on January 27, 2021.

## INTERVIEW DESCRIPTION (FINDING AIDS)

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